

IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS (FORT WORTH DIVISION)

NEXTGEAR CAPITAL, INC. AND AUTOMOTIVE FINANCE CORPORATION.

Plaintiffs,

v.

DRUIEN, INC. D/B/A LAWTON AUTO AUCTION A/K/A LAWTON CACHE AUTO AUCTION, LISA DRUIEN, MICHAEL VERNON GARRISON D/B/A ROCK HILL USED CARS, AND EMMETT DRUIEN,

Defendants.

Civil Action No. 4:20-CV-959-BJ

PLAINTIFFS' FIRST CONSOLIDATED REQUEST FOR PRODUCTION OF DOCUMENTS, REQUEST FOR ADMISSIONS, AND INTERROGATORIES DIRECTED TO DEFENDANT DRUIEN, INC. D/B/A LAWTON AUTO AUCTION A/K/A LAWTON CACHE AUTO AUCTION

Defendants Druien, Inc. d/b/a Lawton Auto Auction a/k/a Lawton Cache Auto Auction, by and through its attorney of record, Joseph M. Vacek, via e-mail at civillaw@galyen.com, and rick tallini at rtallini@galyen.com, and via certified mail, return receipt requested at 1300 Summit Avenue, Suite 650, Fort Worth, Texas 76102.

COMES NOW NextGear Capital, Inc. and Automotive Finance Corporation, Plaintiffs herein, and files this their First Consolidated Request for Production of Documents, Request for Admissions, and Interrogatories directed to Defendant Druien, Inc. d/b/a Lawton Auto Auction a/k/a Lawton Cache Auto Auction as follows:

INSTRUCTIONS

Pursuant to Rules 26, 33, 34, and 36 of the Federal Rules of Civil Procedure, Plaintiffs, by and through counsel, request that Defendant Druien, Inc. d/b/a Lawton Auto Auction a/k/a Lawton

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Cache Auto Auction, answer the following interrogatories, requests for admission, and produce for inspection and photocopying all of the documents and communications requested herein.

I. Requests for Admissions

Plaintiffs requests that you serve the undersigned with a written answer on the first business day of the week thirty (30) days after these requests have been served either denying specifically the matters hereinafter listed or setting forth in detail the reasons why you cannot truthfully either admit or deny them. Please take note that each of the matters is admitted unless, within 30 days after service of the request or within a time designated by the court, you make and serve or cause to be served a written answer or objection addressed to the matter as provided in Rule 36 of the Federal Rules of Civil Procedure.

II. Requests for Production

Plaintiffs request that you serve the undersigned with the documents requested below. The Plaintiffs request that the requested documents, tangible things or items should be produced on the first business day of the week thirty (30) days after these requests have been served, at 10:00 a.m. at the offices of Padfield & Stout, LLP, at 420 Throckmorton Street, Suite 1210, Fort Worth, Texas 76102, all within thirty (30) days.

III. Interrogatories

Plaintiffs request that you serve the undersigned with a written answer on the first business day of the week thirty (30) days after these requests have been served. In answering the below interrogatories, please furnish all the information which is available to you. If you cannot answer the following interrogatories in full, after exercising reasonable diligence to secure the necessary information, please so state, and answer to the extent possible. Specify your inability to answer the remainder of each such interrogatory and state the efforts made to ascertain the unavailable

Case 4:20-cv-00959-BJ Document 101-2 Filed 08/30/21 Page 3 of 176 PageID 3404 information. If you claim that an interrogatory calls for information which cannot be provided until further discovery has been completed, please explain in detail the basis for that claim, describe with particularity the discovery that you claim to be necessary, and answer to the extent of your present

DEFINITIONS

information.

- 1. The word "identify" when used herein in reference to a person, means to state (1) his/her full name, present or last known address and present or last known telephone number; (2) his/her present or his/her last known business affiliation, including the name of his/her employer, address and telephone number, and his/her position therewith; (3) each of his/her other business affiliations and position with respect thereto. If any of the above information is not available, state any other available means of identifying such person.
- 2. The word "identify" when used in reference to a document, means to state (1) its date, (2) its author, (3) the type of document, e.g., letter, memorandum, receipt, invoice, schedule, report, telegram, chart, photograph, sound production, etc., and (4) its present location and the name of its present custodian. If any such document was, but is no longer in your possession or subject to your control, or in existence, in addition to the above, state whether it is (1) missing or lost, (2) destroyed, (3) transmitted or transferred, voluntarily or involuntarily, to others, and in each instance, explain the circumstances surrounding any authorization for disposition and state the date of approximate date thereof. If any of the above information is not available, state any other available means of identifying such document.
- 3. As used herein the term "document(s)" shall mean all writings of every kind, source and authorship, both originals and all nonidentical copies thereof, in your possession, custody, or control, or known by you to exist, irrespective of whether the writing is one intended for or transmitted

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internally by you, or intended for or transmitted to any other person or entity, including without limitation any government agency, department, administrative, or private entity or person. The term shall include handwritten, typewritten, printed, photocopied, photographic, or recorded matter. It shall include communications in words, symbols, photographs, sound recordings, films, tapes, and information stored in, or accessible through, computer or other information storage or retrieval systems, together with the codes and/or programming instructions and other materials necessary to understand and use such systems. Affidavits, agendas; agreements; analyses; announcements; bills, statements, and other records of obligations and expenditures; books, brochures, bulletins, calendars; cancelled checks, vouchers, receipts and other records of payments; charges, drawings; check registers; checkbooks; circulars, collateral files and contents; contracts; corporate by-laws; corporate charges; correspondence; credit files and contents, deeds of trust, deposit slips; diaries; drafts; files; guaranty agreements; instructions invoices; ledgers, journals, balance sheets, profit and loss statements, and other sources of financial data; letters; logs, notes, or memoranda or telephonic or face-to-face conversations; manuals, memoranda of all kinds, to and from any persons, agencies, or entities; minutes, minute books; notes; notices; parts lists; papers; press releases; printed matter (including books, articles, speeches, and newspaper clippings); purchase orders; records; records of administrative, technical and financial actions taken or recommended; reports; safety deposit boxes and contents and records of entity; schedules; security agreements; specifications; statement of bank accounts; statements, interviews; stock transfer ledger; technical and engineering reports, evaluations, advice, recommendations, commentaries, conclusions, studies, tests, plans, manuals, procedures, data, reports, results and conclusions; work records and reports, summaries, notes, and other records and recordings of any conferences, meetings, visits, statements, interviews or telephone conversations; telegrams; teletypes and other communications sent or received; transcripts of Case 4:20-cv-00959-BJ Document 101-2 Filed 08/30/21 Page 5 of 176 PageID 3406 testimony; UCC instruments; work papers; and all other writings, the contents of which relate to, discuss, consider, or otherwise refer to the subject matter of the particular discovery requested.

Documents shall also include all electronic data with software to access such data.

- 4. The terms "referring to," "relating to," "pertaining to" on any given subject when used to describe a document, communication or statement, means any document, communication or statement that constitutes, contains, embodies, reflects, identifies, states, refers to, deals with or is in any manner whatsoever pertinent to that subject.
- 5. The term "M. Garrison," refers to Michael Vernon Garrison d/b/a Rock Hill Used Cars, defendant in the above-styled lawsuit, along with his employees, agents, insurers, and other representatives.
- 6. The term "Rock Hill Used Cars" refers to the motor vehicle dealership owned by M. Garrison, whose assumed name is "Rock Hill Used Cars," along with its employees, owners, agents, and other representatives.
- 7. The term "A. Garrison" refers to Austin Michael Garrison a/k/a Mike Garrison d/b/a Austin Financial Services, individually, defendant in the above-styled lawsuit, along with his employees, agents, insurers, and other representatives.
- 8. The term "LAA" refers to Druien, Inc. d/b/a Lawton Auto Auction a/k/a Lawton Cache Auto Auction, defendant in the above-styled lawsuit, along with its directors, officers, employees, attorneys, agents, insurers, and other representatives.
- 9. The term "Lisa Druien" refers to defendant Lisa Druien, individually, defendant in the above-styled lawsuit, along with her employees, agents, insurers, and other representatives.

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- 10. The term "Emmett Druien" refers to defendant Emmett Druien, individually, defendant in the above-styled lawsuit, along with his employees, agents, insurers, and other representatives.
- 11. The term "NextGear" refers to plaintiff NextGear Capital, Inc., along with its officers, employees, agents, attorneys, and assigns.
- 12. The term "AFC" refers to plaintiff Automotive Finance Corporation, along with its officers, employees, agents, attorneys, and assigns.
 - 13. The term "Plaintiffs" refers plaintiffs NextGear and AFC, jointly and severally.
- 14. The term "Defendants" refers to defendants M. Garrison, A. Garrison, LAA, and Lisa Druien, jointly and severally.
- 15. The term "Complaint" means the Complaint filed by Plaintiffs in the above-styled case, case # 4:20-CV-959-BJ, on August 24, 2020.
- 16. "And" and "or" should be construed either disjunctively or conjunctively, as necessary, to bring within the scope of an interrogatory any information which might otherwise be construed as outside its scope.
- 17. The term "NG M. Garrison Contract" refers to the document attached hereto as Exhibit "A."
- 18. The term "NG M. Garrison UCC-1" refers to the document attached hereto as Exhibit "B."
- 19. The term "NG M. Garrison Guaranty" refers to the document attached hereto as Exhibit "C."
- 20. The term "NG M. Garrison RDR" refers to the document attached hereto as Exhibit "D."

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- 21. The term "NextGear Vehicles" refers to all or any of the vehicles identified in the NG M. Garrison RDR, jointly and severally, whose descriptions are incorporated herein by reference.
- 22. The term "NextGear Stock # ____" refers to the specific NG M. Garrison Vehicle identified in the NG M. Garrison RDR by stock number under the "Stk #" column, along with the corresponding vehicle description and vehicle identification number of such vehicle, which are incorporated by reference herein.
- 23. The term "NG AFS Vehicles" refers to all or any of the vehicles identified in the AFS RDR, jointly and severally, whose descriptions are incorporated herein by reference.
- 24. The term "AFS NextGear Stock # ____" refers to the vehicle identified in the AFS RDR by stock number under the "Stk #" column, along with the corresponding vehicle description and vehicle identification number of such vehicle, which are incorporated by reference herein.
- 25. The Term "Universal Funding Agreement" refers to the document attached hereto as Exhibit "E."
- 26. The term "NG Certificates of Title" refers to the documents collectively attached hereto as Exhibit "F."
 - 27. The term "AFC RDR" refers to the document attached hereto as Exhibit "G."
- 28. The term "AFC Vehicles" refers to all or any of the vehicles identified in the AFC RDR, jointly and severally, whose descriptions are incorporated herein by reference.
- 29. The term "AFC Stock # ____" refers to the vehicle identified in the AFC RDR by stock number under the "Stock Num" column, along with the corresponding year, model, and vehicle identification number of such vehicle, which are incorporated by reference herein.

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- 30. The term "AFC Sales Documents" refers to the documents collectively attached hereto as Exhibit "H."
- 31. The term "Auction Services Agreement" refers to the document attached hereto as Exhibit "I."
- 32. The term "LAA Invoices" refers to the documents collectively attached hereto as Exhibit "J."
- 33. The term "AFC Certificates of Title" refers to the documents collectively attached hereto as Exhibit "K."
- 34. The term "AFC Flooring Documents" refers to the documents collectively attached hereto as Exhibit "L."
- 35. The term "Sales Documents" refers to any bill of sale, assignment, contract, invoice, or document reflecting the sale of any such NextGear Vehicle or AFC Vehicle at the LAA.
- 36. Whenever appropriate, the singular form of a word should be interpreted to include the plural.

I. Requests for Admission

<u>Request No. 1:</u> Emmett Druien is the President of LAA and is authorized to conduct business on behalf of LAA.

Response:

Request No. 2: Lisa Druien is the Vice President of LAA and is authorized to conduct business on behalf of LAA.

Response:

Request No. 3: Lisa Druien and Emmett Druien are the owners of LAA.

Request No. 4: Emmett Druien is the registered agent of LAA.

Response:

Request No. 5: Lisa Druien and Emmett Druien have the legal authority to bind LAA to enter into a contract.

Response:

Request No. 6: Lisa Druien has been involved in facilitating the auctions conducted at LAA.

Response:

Request No. 7: Emmett Druien has been involved in facilitating the auctions conducted at LAA.

Response:

Request No. 8: Lisa Druien is an active officer of LAA and regularly engages in the day-to-day operations of LAA.

Response:

Request No. 9: Emmett Druien is an active officer of LAA and regularly engages in the day-to-day operations of LAA.

Response:

Request No. 10: Lisa Druien and Emmett Druien conduct business on behalf of LAA.

Response:

Request No. 11: Lisa Druien is a registered notary in the state of Texas.

Response:

<u>Request No. 12:</u> Lisa Druien has notarized title documents prior to the sale of a vehicle to Rock Hill Used Cars/M.Garrison at an LAA auction.

Response:

Request No. 13: LAA has done business with Rock Hill Used Cars and/or M. Garrison.

Response:

Request No. 14: Emmett Druien was the President of LAA throughout LAA's business relationship with Rock Hill Used Cars/M. Garrison.

Response:

Request No. 15: Lisa Druien was the Vice President of LAA throughout LAA's business relationship with Rock Hill Used Cars/M. Garrison.

Response:

Request No. 16: Emmett Druien was the President of LAA throughout LAA's contractual relationship with NextGear.

Response:

Request No. 17: Lisa Druien was the Vice President of LAA throughout LAA's contractual relationship with NextGear.

Response:

<u>Request No. 18:</u> Emmett Druien was the President of LAA throughout LAA's contractual relationship with AFC.

Response:

Request No. 19: Emmett Druien was the President of LAA throughout LAA's contractual relationship with AFC.

Response:

Request No. 20: LAA is a dealer-only auction.

Response:

Request No. 21: LAA's auctions generally occurred every Wednesday of each week.

Response:

Request No. 22: The auction rules listed on LAA's website provides that the "auction is not a party to the contract of sale. The contract is between the buyer and seller. The auction acts as an agent only."

Response:

Request No. 23: LAA has acted as a seller at its own auctions.

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<u>Request No. 24:</u> LAA is listed as the seller of at least three of the NextGear Vehicles that were sold to M. Garrison/Rock Hill Used Cars at an LAA auction.

Response:

Request No. 25: NextGear and LAA entered into a Universal Funding Agreement on September 27, 2010.

Response:

Request No. 26: A true and correct copy of the Universal Funding Agreement is attached hereto as Exhibit E.

Response:

<u>Request No. 27:</u> The true and accurate signature of Lisa Druien appears on page five (5) of the Universal Funding Agreement.

Response:

Request No. 28: The Universal Funding Agreement required LAA to run all vehicles through a live, competitive and public auction during LAA's regularly scheduled auctions.

Response:

Request No. 29: The Universal Funding Agreement required LAA to accurately reflect the date of sale for the subject vehicle on the Bill of Sale provided to NextGear.

Response:

Request No. 30: The Universal Funding Agreement required LAA to accurately reflect the correct name, address, and phone number for the buying dealer and seller of each vehicle on the Bill of Sale provided to NextGear.

Response:

Request No. 31: LAA failed to run NextGear Vehicles through a live, competitive auction.

Response:

Request No. 32: LAA's representatives knowingly failed to run the NextGear Vehicles through a live, competitive auction.

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Request No. 33: LAA generated the LAA Invoices for the NextGear Vehicles that are collectively attached hereto as Exhibit "J."

Response:

Request No. 34: The times and dates as stated in the NextGear LAA Invoices provided to NextGear were deliberately fabricated by LAA.

Response:

Request No. 35: The title reassignment date on the back of the NextGear Vehicles' respective certificates of title as set forth in Exhibit "F" reveals that the NextGear Vehicles were actually sold to M. Garrison/Rock Hill Used Cars days, and in some cases months, prior to their stated sale date at LAA, when compared to the corresponding Exhibit "J" invoices generated by LAA reflecting different dates of sale at auction.

Response:

Request No. 36: The sale dates reflected in the certificate of title to the NextGear Vehicles do not correspond to the normal public auction dates and times for LAA and instead generally fall on days other than a Wednesday.

Response:

Request No. 37: The purported sales of the NextGear Vehicles were not "across the block" sales at one of LAA's regularly scheduled sales.

Response:

Request No. 38: The purported sales of the NextGear Vehicles were not sold in the ordinary course of LAA's business.

Response:

Request No. 39: The purported sales price as stated on the NextGear LAA Invoices were fabricated by LAA.

Response:

Request No. 40: The purported sales price as stated on the NextGear LAA Invoices were inflated by LAA.

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Request No. 41: LAA representatives had direct and personal knowledge concerning the discrepancies between the reassignment dates reflected on the certificates of title for the NextGear Vehicles and the sales date reflected on the LAA Invoices.

Response:

Request No. 42: LAA's representatives intentionally withheld disclosing the discrepancies that existed between the reassignment dates reflected on the certificates of title for the NextGear Vehicles and the sales date reflected on the LAA Invoices to NextGear.

Response:

Request No. 43: LAA's representatives regularly communicated with M. Garrison/Rock Hill Used Cars to facilitate the transfer of the NextGear Vehicles and completed the necessary paperwork on behalf of LAA to make it appear the NextGear Vehicles were sold at a public auction on a regularly scheduled auction day.

Response:

Request No. 44: Lisa Druien, Emmett Druien, LAA, and M. Garrison colluded with one another to establish an artificial sales price for the purposes of obtaining financing from NextGear at a premium for vehicles whose value was substantially less than the market value of the amount financed.

Response:

Request No. 45: LAA manipulated the sales prices on the NextGear LAA Invoices.

Response:

Request No. 46: LAA was aware that the NextGear LAA Invoices were manipulated by one of its representatives.

Response:

Request No. 47: The NextGear Vehicles were not sold in the ordinary course of business.

Response:

Request No. 48: It is unusual and outside the ordinary course of business for an auction, such as LAA, or its representatives to sell vehicles that are run through its own auction.

Response:

<u>Request No. 49:</u> LAA, or its representatives acting on its behalf, sold several NextGear Vehicles at its own auction to Rock Hill Used Cars/M. Garrison.

Response:

Request No. 50: LAA, M. Garrison, Emmett Druien, and/or Lisa Druien intentionally and knowingly colluded amongst each other to improperly inflate the value and sales prices of the NG Vehicles in order to obtain additional financing from NextGear.

Response:

Request No. 51: LAA representatives made misrepresentations to NextGear with the intent that NextGear act upon them and advance money for purposes of financing the NextGear Vehicles.

Response:

Request No. 52: NextGear reasonably relied upon the LAA Invoices generated by LAA when deciding whether to advance funds to Rock Hill Used Cars

Response:

Request No. 53: NextGear would not have advanced funds to Rock Hill Used Cars if not for LAA's misrepresentations.

Response:

Request No. 54: NextGear has been damaged in the amount of \$650,279.48 as a result of LAA's misrepresentations.

Response:

Request No. 55: AFC and LAA entered into an Auction Servicing Agreement on December 17, 2013.

Response:

Request No. 56: A true and correct copy of the Auction Servicing Agreement is attached hereto as Exhibit "I."

Response:

Request No. 57: The true and accurate signature of Lisa Druien appears on page four (4) of the Auction Servicing Agreement.

Response:

Request No. 58: Pursuant to the Auction Servicing Agreement, LAA represented and warranted to AFC that all information provided in any documentation to AFC would be accurate and

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complete in all respects and that such documentation would be sufficient to transfer marketable title.

Response:

Request No. 59: LAA promised to provide AFC with documentation for vehicles purchased by any dealer with credit specifying whether or not such vehicle was purchased during an auction sale on the auction block or off the auction block and whether or not such vehicle was on site at the Auction Facility at the time of sale.

Response:

Request No. 60: LAA generated invoices that made it appear as though the AFC Vehicles listed on the LAA Invoices ran through auction.

Response:

Request No. 61: LAA generated the LAA Invoices for the AFC Vehicles that are collectively attached hereto as Exhibit "J."

Response:

Request No. 62: LAA did not run the AFC Vehicles through a competitive public auction.

Response:

Request No. 63: Any AFC Vehicle ran through LAA was a non-public direct sale between the seller and M. Garrison.

Response:

Request No. 64: LAA never notified AFC that the AFC Vehicles were not run on the block at a live, competitive, and public auction during LAA's regularly scheduled auctions.

Response:

Request No. 65: For every AFC Vehicle actually ran through the LAA auction, LAA, Emmett Druien, and/or Lisa Druien chose to conduct a non-public auction sale of any such vehicle

Response:

Request No. 66: The title reassignment date on the back of the AFC Vehicles' respective certificates of title reveals that the AFC Vehicles were actually sold to M. Garrison days, and in some cases months, prior to their stated sale date on the Exhibit "J" LAA invoices, which is in contradiction to the sales date specified in the Exhibit "K" certificates of title.

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Response:

Request No. 67: With respect to the alleged auction sale of the AFC Vehicles, the times and dates as stated in the LAA Invoices provided to AFC by LAA were deliberately fabricated by LAA.

Response:

Request No. 68: The purported sales prices as stated on the Exhibit "J" LAA invoices for the AFC Vehicles were fabricated by LAA.

Response:

Request No. 69: The purported sales prices as stated on the Exhibit "J" LAA invoices for the AFC Vehicles were inflated by LAA.

Response:

Request No. 70: In many instances in which the AFC Vehicles were sold through LAA, Lisa Druien notarized title documents prior to such alleged sale by LAA that reflect a purchase or assignment date of such AFC Vehicles on a different date than the corresponding LAA Invoices show for such auction sale date.

Response:

<u>Request No. 71:</u> LAA's representatives had direct and personal knowledge concerning the discrepancies between the reassignment dates reflected on the certificates of title for the AFC Vehicles and the sales date reflected on the LAA Invoices.

Response:

Request No. 72: LAA withheld disclosing the discrepancies between the reassignment dates and sale dates of the AFC Vehicles from AFC.

Response:

Request No. 73: LAA representatives regularly communicated with M. Garrison to facilitate the transfer of the AFC Vehicles and completed the necessary paperwork on behalf of LAA to make it appear the AFC Vehicles were sold at a public auction on a regularly scheduled auction day.

Response:

Request No. 74: LAA representatives knew that the AFC Vehicles were not the subject of an "across the block" sale at one of LAA's regularly scheduled sales.

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Request No. 75: LAA representatives knew that the AFC Vehicles were not sold in the ordinary course of LAA's business.

Response:

Request No. 76: LAA knowingly and intentionally generated false and fraudulent auction invoices and tickets with respect to the sale of the AFC Vehicles.

Response:

Request No. 77: LAA was aware that the LAA Invoices provided to AFC contained false information with respect to the auction sale date and amount in order to deceive AFC into believing the AFC Vehicles were sold at a public auction at fair market value.

Response:

Request No. 78: LAA's representatives made misrepresentations to AFC with the intent that AFC act upon them and advance money for purposes of financing the AFC Vehicles.

Response:

Request No. 79: AFC reasonably relied upon the LAA Invoices generated by LAA when deciding whether to advance funds to Rock Hill Used Cars.

Response:

Request No. 80: AFC would not have advanced funds to Rock Hill Used Cars if not for LAA's misrepresentations.

Response:

Request No. 81: AFC has suffered damage in the amount of \$392,994.79 as a result of LAA's misrepresentations.

Response:

II. Request for Production of Documents

Request No. 1: Produce all Sales Documents from January 1, 2017, through the present regarding the sale of any of the NextGear Vehicles.

Response:

Request No. 2: Produce all Sales Documents from January 1, 2017, through the present regarding the sale of any of the AFC Vehicles.

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Response:

Request No. 3: Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA and NextGear related to any NextGear Vehicle.

Response:

<u>Request No. 4:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA and AFC related to any AFC Vehicle.

Response:

<u>Request No. 5:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA and the Sellers related to any NextGear Vehicle.

Response:

<u>Request No. 6:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA and the Sellers related to any AFC Vehicle.

Response:

<u>Request No. 7:</u>Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA and any third party related to the sale or other disposition of any NextGear Vehicle.

Response:

<u>Request No. 8:</u> Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA and any third party related to the sale or other disposition of any AFC Vehicle.

Response:

Request No. 9: Produce all LAA internal communications or e-mails that reference or mention the AFC Vehicles or NextGear Vehicles.

Response:

Request No. 10: Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA and M. Garrison or any other employee or representative of Rock Hill Used Cars related to the sale or other disposition of any NextGear Vehicle.

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Request No. 11: Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA and M. Garrison or any other employee or representative of Rock Hill Used Cars related to the sale or other disposition of any AFC Vehicle.

Response:

Request No. 12: Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA or its representatives and Rock Hill Used Cars related to the sale or other disposition of any NextGear Vehicle.

Response:

Request No. 13: Produce all correspondence, including, but not limited to, any written communications, notes, e-mails, text messages, electronic messages, or other written documents, between LAA or its representatives and Rock Hill Used Cars related to the sale or other disposition of any AFC Vehicle.

Response:

Request No. 14: Produce the documents demonstrating the funds received by LAA or its representatives for the disposition, by sale or otherwise, of the NextGear Vehicles.

Response:

Request No. 15: Produce the documents demonstrating the funds received by LAA or or its representatives for the disposition, by sale or otherwise, of the AFC Vehicles.

Response:

Request No. 16: Produce all documents, including copies of checks (front and back), bank account statements, wire transfer statements, ACH confirmations, and other documents demonstrating the deposit or transfer of any moneys received by LAA or its representatives from the sale or disposition of the NextGear Vehicles.

Response:

Request No. 17: Produce all documents, including copies of checks (front and back), bank account statements, wire transfer statements, ACH confirmations, and other documents demonstrating the deposit or transfer of any moneys received by LAA or its representatives from the sale or disposition of the AFC Vehicles.

Response:

Request No. 18: Produce all contracts, agreements, modifications, by and between NextGear and LAA and any exhibits or attachments thereto.

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Response:

Request No. 19: Produce all contracts, agreements, modifications, by and between AFC and LAA and any exhibits or attachments thereto.

Response:

<u>Request No. 20:</u> Produce all contracts, agreements, modifications, by and between M. Garrison and LAA and any exhibits or attachments thereto.

Response:

Request No. 21: Produce all contracts, agreements, or modifications, by and between Rock Hill Used Cars and LAA and any exhibits or attachments thereto.

Response:

Request No. 22: Produce LAA's financial statements, general ledger documents, and other similar accounting records from January 1, 2018, to present.

Response:

<u>Request No. 23:</u> Produce all documents showing the date and time of previous auctions held at LAA from January 1, 2018 to present.

Response:

<u>Request No. 24:</u> Produce all documents reflecting the date and name of seller for each of the NextGear Vehicles sold to Rock Hill Used Cars/M. Garrison at the LAA.

Response:

Request No. 25: Produce all documents reflecting the date and name of seller for each of the AFC Vehicles sold to Rock Hill Used Cars/M. Garrison at the LAA.

Response:

Request No. 26: Produce any video, surveillance, advertisements, or pictures of any NextGear Vehicles and/or AFC Vehicles at the LAA at any time.

Response:

Request No. 27: Produce any documents identifying any auction run list which would identify which vehicles are to be run through auction on any given day from January 1, 2018, to present.

Response:

Request No. 28: Produce any appraisals or condition reports with respect to any NextGear Vehicles and/or AFC Vehicles.

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Response:

<u>Request No. 29:</u> Produce any internal database or software utilized by LAA that identifies or references vehicles sold by LAA from January 1, 2018, to present. Please produce such database or software in its native form along with any metadata.

Response:

Request No. 30: Produce any documents that LAA intends to offer as evidence at trial

Response:

III. Interrogatories

<u>Interrogatory No. 1</u>: Please state the name, address, and telephone number of the person answering these interrogatories.

Answer:

<u>Interrogatory No. 2</u>: Identify all persons who you believe have knowledge of relevant facts and identify the issues upon which you believe they have knowledge.

Answer:

<u>Interrogatory No. 3</u>: If you contend that some other person or legal entity is, in whole or in part, liable to Plaintiffs in this matter, identify that person or legal entity and describe in detail the basis of said liability.

Answer:

<u>Interrogatory No. 4</u>: For each of the below NextGear Vehicles, state the (a) date of disposition of the Vehicle by LAA, (b) the sales price contracted for the Vehicle, (c) the proceeds received for the sale of the Vehicle, (d) the name of the seller of the Vehicle, (e) the name of the buyer of the Vehicle, and (f) identify all documents related to that Vehicle. If you contend that any Vehicle was not sold at LAA, provide the status of such vehicle including the last known location.

VIN	Date Sold	Sales Price	Proceeds Received	Name of Seller	Name of Buyer
3GNEC12T04G171303					
1FDAF57R48EB34427					
1GDJ5C1114F500844					
1FTSX20R19EA01706					

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1GNSCDFJ5BR260679					
1FTSW31P04EA21086					
1H9CE53311A263507					
1GRAA922XSB029801					
3D7MX48CX7G723854					
1FT8W3DT0FEA26911					
3B7KC23C92M236518					
1GCJK33D46F252242					
3D7TT2CT2BG511932					
1FT7W2BTXFEC10911					
3D7KR28C65G706682					
2FMDA5148TBB47033					
1N4BA41E46C810994					
1FTWW33R09EA44875					
3FRXF75S95V156426					
1FTNW21F42EA89984					
1FTEX15N9RKA15724					
1FDXE4FSXFDA07194					
JTHBK1GG6D2020256					
1B7KF2368XJ512080					
2HSCNSCR97C389008					
3D6WH46A27G712729					
JL6AAE1H44K000734					
3D6WG36A67G817092					
1FD8W3GT5EEA25582					
1FD8W3GT7EEA25583					
4V4NC9GH87N469707					
1GCJK33245F935684					
1HTWBAAR67J461931					
1FTHF26H2TEB02756					
3C63RRGL7EG235772					
3C7WRTCL9G178005					
1FMJK1J57EEF15145					
3D7MX48C06G223278					
3C63RRGL4FG702552					

Answer:

<u>Interrogatory No. 5</u>: For each of the NextGear Vehicles, state the (a) date that the NextGear Vehicle was physically delivered to the LAA for auction, (b) when the NextGear Vehicle was driven off the LAA lot, and (c) the date LAA forwarded the auction sales proceeds to the seller of the NextGear Vehicle.

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VIN	Date of Delivery to LAA	Date Driven Off LAA Lot	Date LAA Forwarded Sale Proceeds
3GNEC12T04G171303			
1FDAF57R48EB34427			
1GDJ5C1114F500844			
1FTSX20R19EA01706			
1GNSCDFJ5BR260679			
1FTSW31P04EA21086			
1H9CE53311A263507			
1GRAA922XSB029801			
3D7MX48CX7G723854			
1FT8W3DT0FEA26911			
3B7KC23C92M236518			
1GCJK33D46F252242			
3D7TT2CT2BG511932			
1FT7W2BTXFEC10911			
3D7KR28C65G706682			
2FMDA5148TBB47033			
1N4BA41E46C810994			
1FTWW33R09EA44875			
3FRXF75S95V156426			
1FTNW21F42EA89984			
1FTEX15N9RKA15724			
1FDXE4FSXFDA07194			
JTHBK1GG6D2020256			
1B7KF2368XJ512080			
2HSCNSCR97C389008			
3D6WH46A27G712729			
JL6AAE1H44K000734			
3D6WG36A67G817092			
1FD8W3GT5EEA25582			
1FD8W3GT7EEA25583			
4V4NC9GH87N469707			
1GCJK33245F935684			
1HTWBAAR67J461931			
1FTHF26H2TEB02756			
3C63RRGL7EG235772			
3C7WRTCL9G178005			
1FMJK1J57EEF15145			
3D7MX48C06G223278			
3C63RRGL4FG702552			

Answer:

<u>Interrogatory No. 6</u>: For each of the below AFC Vehicles, state the (a) date of disposition of the Vehicle by LAA, (b) the sales price contracted for the Vehicle, (c) the proceeds received for the sale of the Vehicle, (d) the name of the seller of the Vehicle, (e) the name of the buyer of the Vehicle, and (f) identify all documents related to that Vehicle. If you contend that any Vehicle was not sold at LAA, provide the status of such vehicle including the last known location.

VIN	Date Sold	Sales Price	Proceeds Received	Name of Seller	Name of Buyer
3D7ML48C26G178761	Solu	THEC	Received	Sener	Buyer
3D7ML48A18G219298					
1FTSW21P57EB14538					
5UTGN2428HM007662					
1GNEC16Z82J293191					
JM1GG12L761105547					
1GRAA9224SB029809					
2B3CJ4DV0AH184071					
1FTSX20R89EA01704					
1HSHBAHNXXH659029					
1FDNR72P7JVA28327					
1GC0KVCG2BZ387391					
1FT7W2BTXFEC20953					
1FD8W3HT2FEA32814					
1T9AS40285B540094					
3C63RRGL8EG149807					
1FT7W2BTXFEA02463					
1GTJK33214F263548					
1FMJU1K54CEF09406					
1FMHK8F89BGA68442					
3D7KU28C64G204039					
3D7MX48A37G804242					
3D7KR28A48G116225					
1FTHX25F0TEB25935					
1FVACWDU5DHFA3237					
1GCJK33265F919308					
1GCJK33648F114088					
1HFVE04R7G4000179					

Answer:

<u>Interrogatory No. 7:</u> For each of the AFC Vehicles, state the (a) date that the AFC Vehicle was physically delivered to the LAA for auction, (b) when the AFC Vehicle was driven off the LAA lot, and (c) the date LAA forwarded the auction sales proceeds to the seller of the AFC Vehicle.

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VIN	Date of Delivery to LAA	Date Driven Off LAA Lot	Date LAA Forwarded Sale Proceeds
3D7ML48C26G178761			
3D7ML48A18G219298			
1FTSW21P57EB14538			
5UTGN2428HM007662			
1GNEC16Z82J293191			
JM1GG12L761105547			
1GRAA9224SB029809			
2B3CJ4DV0AH184071			
1FTSX20R89EA01704			
1HSHBAHNXXH659029			
1FDNR72P7JVA28327			
1GC0KVCG2BZ387391			
1FT7W2BTXFEC20953			
1FD8W3HT2FEA32814			
1T9AS40285B540094			
3C63RRGL8EG149807			
1FT7W2BTXFEA02463			
1GTJK33214F263548			
1FMJU1K54CEF09406			
1FMHK8F89BGA68442			
3D7KU28C64G204039			
3D7MX48A37G804242			
3D7KR28A48G116225			
1FTHX25F0TEB25935			
1FVACWDU5DHFA3237			
1GCJK33265F919308			
1GCJK33648F114088			
1HFVE04R7G4000179			

Answer:

<u>Interrogatory No. 8</u>: For each of the Requests for Admission that you deny herein, either in whole or in part, state all reasons for your denial; and state all facts and identify all documents related to your denial and each person with knowledge of such facts.

Answer:

<u>Interrogatory No. 9</u>: State any and all reasons that support or justify each of your denials in your Answer to this adversary case, including but not limited to the location and description of supporting documents.

Answer:

<u>Interrogatory No. 10</u>: Other than the Litigation, identify all civil litigation in which LAA and/or Lisa Druien is a defendant that was either filed or pending from January 1, 2018, to present, and for each separate lawsuit, identify: (a) the jurisdiction and location of the court; (b) the cause number; (c) whether the case is resolve or pending; (d) the amount in controversy; and (e) a summary of the claims asserted by the plaintiff to such lawsuit.

Answer:

<u>Interrogatory No. 11</u>: Describe the relationship between you and M. Garrison and/or Rock Hill Used Cars.

Answer:

<u>Interrogatory No. 12</u>: Describe the process of how LAA generates invoices reflecting an auction sale.

Answer:

<u>Interrogatory No. 13</u>: Describe and/or identify the documents or information LAA relies upon to complete each portion of an LAA invoice reflecting an auction sale.

Answer:

<u>Interrogatory No. 14</u>: Describe and/or identify the software or internal systems that aid LAA in the process of generating LAA involves reflecting an auction sale.

Answer:

<u>Interrogatory No. 15</u>: Describe and/or identify the general rules and procedures in place at an LAA auction.

Answer:

Respectfully Submitted,

PADFIELD & STOUT, L.L.P 420 Throckmorton Street, Suite 1210 Fort Worth, Texas 76102

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Phone: 817-338-1616 Fax: 817-338-1610

/s/ Christopher V. Arisco Alan B. Padfield State Bar I.D.# 00784712 abp@padfieldstout.com Christopher V. Arisco State Bar I.D. #24064830 carisco@padfieldstout.com

Attorneys for NextGear Capital, Inc. and Automotive Finance Corporation

CERTIFICATE OF SERVICE

I hereby certify that on April 15, 2021, I served a copy of the foregoing to Druien, Inc. and Lisa Druien, by and through their counsel of record, Joseph M. Vacek and Richard Tallini, of Bailey & Galyen at 1300 Summit Avenue, Suite 650, Fort Worth, Texas 76102, via e-mail and certified mail, return receipt requested, at jvacek@galyen and rtallini@galyen.com, and defendant Michael Vernon Garrison, *pro se*, at 549 I-30 E., Sulphur Springs, Texas 75482, via certified mail, return receipt requested and e-mail at dgarrison31@hotmail.com.

/s/ Christopher V. Arisco Christopher V. Arisco

EXHIBIT A

DEMAND PROMISSORY NOTE AND LOAN AND SECURITY AGREEMENT

FOR VALUE RECEIVED, the undersigned borrower ("Borrower") promises to pay to the order of NextGear Capital, Inc. ("Lender"), with its principal office at 1320 City Center Drive, Suite 100, Carmel, Indiana 46032, or such other place as Lender may designate in writing or on the Discover Portal from time to time, in lawful money of the United States of America, the principal sum of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00), or such greater or lesser sum which may be advanced to or on behalf of Borrower from time to time, together with all costs, interest, fees, and expenses as provided for under this Note. Unless otherwise stated in an addendum to this Note, this Note shall become effective on the date of Borrower's execution hereof as set forth below Borrower's signature (such date, or the effective date otherwise stated in the applicable addendum, the "Effective Date").

NOW, THEREFORE, in consideration of the mutual covenants, agreements and conditions contained herein, Borrower and Lender (each, a "Party" and collectively, the "Parties") agree as follows:

- 1. DEFINITIONS. Capitalized terms used in this Note or in the other Loan Documents without definition shall have the respective meanings as set forth in <u>Appendix A</u> attached hereto and incorporated herein by reference (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Any capitalized terms used herein or in another Loan Document, but not otherwise defined herein or in such other Loan Document, as the case may be, shall have the meanings ascribed to them in the UCC.
- GRANT OF SECURITY INTEREST. In order to secure full and prompt payment of all Liabilities and performance of all obligations of Borrower to Lender, its Affiliates, and/or their respective successors or assigns:
 - (a) Borrower grants to Lender a continuing security interest in all of Borrower's assets and properties, wherever located, including, without limitation, all equipment of any kind or nature; all vehicles and vehicle parts; all Inventory now owned or hereafter acquired, including, without limitation, all Lender Financed Inventory now owned or hereafter acquired; all amounts in Borrower's Reserve held by or on behalf of Lender, if any; all documents, documents of title, deposit accounts, accounts receivable, manufacturer rebates and incentive payments, chattel paper, including, without limitation, all Receivables and general intangibles now owned or hereafter acquired by Borrower; all cash reserves; all of Borrower's books and records (including any books and records contained on computer hardware or software or otherwise stored by or on behalf of Borrower in electronic or digital form); and all additions, accessions, accessories, replacements, substitutions, and proceeds of any of the foregoing (collectively, the "Collateral").
 - (b) The security interest given to Lender in Section 2(a) is given to Lender to secure payment of all Liabilities and the performance of all obligations of Borrower to Lender, under this Note, under any other Loan Document, or otherwise, all without relief from valuation or appraisement Laws. Upon the request of Lender, Borrower shall promptly execute and deliver to Lender or its designee such further actions, in each case as Lender may deem necessary or desirable to protect Lender's interest in the Collateral or otherwise effectuate the provisions of this Note and the other Loan Documents. Without limiting the generality of the foregoing. Borrower shall, upon the request of Lender, (i) use its best efforts to secure all consents and approvals that may be necessary or appropriate for the assignment to Lender of any Collateral (including any contract of Borrower that constitutes any portion of the Collateral), or that may be necessary in order for Lender to receive the full benefit of all Collateral and to enforce its security interest in the Collateral; (ii) provide Lender and its Representatives with full access to all Collateral, including any and all books and records relating thereto; and (iii) deliver to Lender all Collateral consisting of negotiable documents, chattel paper, and instruments not deposited for collection in the aggregate (in each ease, accompanied by any related bills of sale or any other instruments of transfer executed for Borrower), in each case promptly after Borrower receives the same.
 - (c) Borrower authorizes Lender to file any UCC financing statements and any amendments thereto and any continuation statements under the UCC, in each case to the extent necessary or desirable to effect or preserve the security interest granted by Borrower hereunder or under any other Loan Document. Further, Borrower hereby acknowledges, ratifies and approves any UCC financing statements or other filings under the UCC that may have been made by or on behalf of Lender and its Affiliates prior to the Effective Date. The security interest granted by Borrower in Section 2(a) shall be in addition to, and not a substitution for, any right of offset, netting, or reclamation that Lender may have against Borrower, whether pursuant to this Note, any other Loan Document, or any Law.
- 3. INTEREST RATE. Interest shall accrue on Borrower's Liabilities to Lender in accordance with the following schedule:
 - (a) All outstanding Liabilities relating to a Floorplan Advance or a Receivable Advance shall accrue Interest on a per annum basis from the Floorplan Date or the Receivable Origination Date, as the case may be, based upon a 360-day year, and such Interest shall be compounded daily at the Base Rate, plus the Contract Rate, in each case as stated on the applicable Advance Schedule, until such outstanding Liabilities are paid in full.
 - (b) The Base Rate may be amended or modified by Lender from time to time in Lender's sole discretion by posting such amendment or modification on the Finance Program Rate, Term and Fee Schedule. However, Lender may increase the Base Rate by no more than fifty (50) basis points (i.e. one-half of one percent) in any thirty (30) day period.

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- 4. BORROWER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS. At the time of Borrower's execution of this Note and continuing at all times thereafter until all Liabilities have been indefeasibly paid and satisfied in full and this Note and all other Loan Documents terminated in accordance with their respective terms, Borrower hereby represents, warrants, covenants, and agrees:
 - (a) To sell, lease, or rent Lender Financed Inventory only in the Ordinary Course of Business and in accordance with Law, and not to sell or otherwise dispose of any Lender Financed Inventory except as herein provided.
 - (b) To keep Lender Financed Inventory only at Borrower's Place of Business and not to remove any Lender Financed Inventory from such place for a period exceeding twenty-four (24) hours, unless previously authorized in writing by Lender. Notwithstanding the foregoing, Borrower may request Lender to authorize Borrower to consign certain Lender Financed Inventory to another licensed dealer at such consigned dealer's place of business. Borrower's request to consign Lender Financed Inventory as referenced above is subject to Borrower and the consignee dealer executing and delivering to Lender any documentation that Lender may require, including a UCC financing statement or other similar filing on consignee dealer, or an authorization for Lender to make any such filing. Lender may deny Borrower's request to consign Lender Financed Inventory in Lender's sole and absolute discretion.
- (c) To keep Inventory in good repair and insured against all physical risks in such amounts and under such policies issued by such insurance companies as are deemed necessary and satisfactory by Lender; provided, however, that any insurance company issuing required coverage to Borrower pursuant to the requirements of this Section 4(c) shall have been assigned to an A.M. Best Financial Size Category (FSC) of "X" or higher, and shall have a minimum A.M. Best Financial Strength (FSR) rating of "A-". Lender shall be named "loss payee" on such insurance policies. Borrower shall provide Lender with a certificate or certificates of insurance evidencing that the above-mandated insurance requirements have been satisfied and specifying that the applicable insurance carriers will mail direct written notice to Lender at least thirty (30) days prior to any cancellation or non-renewal of any of the above-mandated policies. Alternatively, and unless the Unit of Lender Financed Inventory has been branded as "salvage" or is otherwise ineligible for the Collateral Protection Program, Borrower may satisfy the insurance coverages required under this Section 4(c) by voluntarily curolling in Lender's Collateral Protection Program. In the event Borrower fails to procure, maintain or provide proof of the insurance coverages required under this Section 4(c), Lender may enroll Borrower in Lender's Collateral Protection Program, or, alternatively, Lender may secure on Borrower's behalf such policies of insurance as Lender, in its sole discretion, deems necessary, in each case from such insurers, in such amounts and with such coverages and deductibles as Lender, in its sole discretion, deems necessary. Charges incurred under the Collateral Protection Program are calculated as of the Floorplan Date from the amount of each original Floorplan Advance related to a Unit of Lender Financed Inventory, through the life of the Floorplan Advance. Borrower understands and agrees that Lender has an insurable interest in the Collateral, including all Lender Financed Inventory, by virtue of Borrower's pledge of the Collateral as security to Lender for the repayment of all Liabilities by Borrower to Lender under this Note and the other Loan Documents. Fees for the Collateral Protection Program are published in the Finance Program Rate, Term and Fee Schedule
- (d) To keep at all times complete and accurate records of Borrower's Business and to promptly (but in any event within two (2) Business Days) provide to Lender copies of such records and any financial information regarding Borrower's Business or Borrower's financial condition generally, in each case as Lender may request. Borrower authorizes Lender to share such information and any and all other information that Lender may possess regarding Borrower's Credit Line or Borrower's relationship with Lender, including information regarding this Note and the other Loan Documents; Borrower's loan history; account history; payment history, account balance; loan application; credit worthiness; credit availability; and such other general business information regarding Borrower's Credit Line and Borrower's relationship with Lender, to any and all Persons that Lender, in its sole discretion, decume reasonable, including auctions. Without limiting the generality of the foregoing, Borrower shall maintain complete and accurate records and financial statements for all Advances requested or made hereunder, and all other transactions hereunder, including bank statements, cancelled checks, sales invoices, proofs of payment, and other sales files, in each case for at least a period of five (5) years after the date on which such Advance was made or such transaction occurred, as the case may be.
- (e) To allow Lender and its Representatives to inspect Lender Financed Inventory during normal business hours and at other reasonable times at Borrower's Place of Business and such other places as any Lender Financed Inventory may be located and to inspect and make copies of Borrower's books and records. Borrower shall pay Lender for the costs and expenses incurred by Lender or its Representatives to undertake such audits of any Lender Financed Inventory and such inspections and copying of Borrower's books and records, in each case on the applicable Maturity Date.
- (f) To hold all amounts received from the sale of any Unit of Lender Financed Inventory in the form as received in trust for the sole benefit of and for Lender, and to remit such funds satisfying all amounts due Lender and owing by Borrower for such Unit of Lender Financed Inventory, in each case within twenty-four (24) hours of Borrower's receipt of such funds (or receipt of such funds by any Affiliate of Borrower).
- (g) To hold all amounts received that relate to any Receivable that is subject to a Receivable Advance in the form as received in trust for the sole benefit of and for Lender, and to remit such funds satisfying all amounts due Lender and owing by Borrower for and in connection with such Receivable, in each case within twenty-four (24) hours of Borrower's receipt of such funds (or receipt of such funds by any Affiliate of Borrower).
- (h) That, for each Receivable which is the subject of a Receivable Advance, (i) Borrower is the sole and unconditional owner of such Receivable; (ii) such Receivable is not already encumbered by any voluntary or involuntary Liens which are senior to Lender's security

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interest in such Receivable; (iii) Borrower has a legal right to pledge such Receivable to Lender as security for Liabilities under this Note and the other Loan Documents; (iv) such Receivable represents an original bona fide sale to the buyer(s) named therein; (v) such Receivable is now and will remain free from any claim, defense, setoff, or counterclaim of any nature and is enforceable against the buyer(s) named therein and third parties according to its terms, (vi) all statements, facts, numbers, and other information in such Receivable and all related documents are true and accurate to the best of Borrower's knowledge, are free from fraud, and have not been altered or modified subsequent to their execution, except for such alterations or modifications as have been acknowledged and initiated by Borrower and the other parties thereto; (vii) Borrower has met all of Borrower's obligations to the subject buyer(s) for such Receivable, and Borrower has no knowledge of any event which indicates or suggests the prospective un-collectability of all or any portion of the Receivable; (viii) the Unit that is the subject of the Receivable was sold at fair market value, not as salvage, and has accually been delivered into the possession of and has been accepted by the subject buyer(s); and (ix) the sale and related financing of the Unit that is the subject of the Receivable complies with all Laws (including all usury Laws, the Uniform Consumer Credit Code, all consumer credit Laws, and all equal credit opportunity and disclosure Laws).

- (i) That any request for an Advance shall constitute an affirmative representation by Borrower to Lender that Borrower is in full compliance with all terms, conditions, representations, warranties and covenants made under this Note and the other Loan Documents, in each case as of the date of such request.
- (j) That Borrower now has, and will have at the time of any Advance and through the date of any repayment of the Liabilities thereunder, (i) sufficient cash and equity capital to conduct its Business and pay its debts as they mature, (ii) sufficient capital and other financial resources necessary to engage in the Business and perform its obligations under any agreement to which it is a party and any transaction in which it may engage hereafter; and (iii) ownership of property (including property of all wholly-owned and partially-owned subsidiaries of Borrower) having an aggregate fair market value that is greater than the sum of Borrower's debts (which shall include debts of all wholly-owned and partially-owned subsidiaries of Borrower).
- (k) That, without Lender's prior written consent (which consent may be withheld by Lender in its sole discretion), Borrower shall not (i) make any distributions of its property or assets (including any cash), except for tax and other distributions that (A) are made in the Ordinary Course of Business and, (B) are made in compliance with all Laws, and (C) will not render Borrower or any of its Affiliates insolvent, or otherwise impair the ability of Borrower or any of its Affiliates to satisfy their respective financial obligations when and as such obligations become due; (ii) sell, issue, redeem, retire, purchase, or otherwise acquire, directly or indirectly, any of its capital stock or other equity, in any manner which would reduce, in the aggregate and on cumulative basis, either the eash position or "tangible net worth" of Borrower (as defined in accordance with United States generally accepted accounting principles) by more than ten percent (10%); (iii) make any material change in its capital structure, or make any material change in its Business or operations; (iv) make any loans or other advances of money or any loans or advances of Inventory or other property to any Person, including any officer, director, stockholder, employee, or Affiliate of Borrower, other than (A) advances against commissions, and other similar advances to employees in the Ordinary Course of Business, and (B) loans not exceeding an aggregate of two percent (2%) of the Credit Line; (v) undertake or permit any of its equity holders to undertake any transaction or series of transactions that would result in the equity holders of Borrower, as of the Effective Date, owning and controlling less than seventy-five percent (75%) of all classes of the outstanding equity of Borrower on a fully-diluted basis; or (vi) engage in any transaction or series of transactions to sell, liquidate, or otherwise transfer, all or substantially all of its assets. If Borrower desires to engage in any transaction or series of transactions that would, absent the written consent of Lender, be prohibited under this Section 4(k), Borrower shall provide Lender with no less than thirty (30) days' prior written notice describing the proposed transaction or series of transactions in reasonable detail, and Lender may, in its sole discretion, consent in writing to such transaction or series of transactions, as the case may be. For purposes of clarity, in no event shall any failure to respond by Lender be construed as acceptance or acquiescence to any transaction or series of transactions hereunder, or any waiver by Lender with respect to any transaction or series of transactions prohibited under this Section 4(k).
- (1) To pay immediately and to remain current with all levied taxes, assessments, charges, judgments, and expenses which may now or hereafter be entered, levied, or assessed against Borrower's Business or any other business in which Borrower may be involved, and/or any of the Collateral. Lender may, in its sole discretion, make an Advance to a third party on Borrower's behalf to pay such taxes, assessments, charges, judgments, and expenses to protect Lender's interests, and may thereafter collect the amount of any such Advance, together with any associated costs and expenses of Lender, from Borrower as an Administrative Charge pursuant to the terms of this Note.
- (m) That Borrower has obtained all necessary permits and licenses required by Law to operate its Business as a wholesale or retail seller, lessor, or renter of Inventory, and that Borrower has complied with all filing requirements to operate as the entity or business type on record with the appropriate governmental office(s).
- (n) That no legal, administrative, or arbitration proceedings are pending or threatened against Borrower which could reasonably affect Borrower, its Business or any Collateral, or which could materially and adversely affect any other business of Borrower or any properties or prospects, or the general condition, financial or otherwise, of Borrower, or Borrower's ability to repay all Liabilities and otherwise meet its obligations under this Note and the other Loan Documents.
- (o) That Borrower shall immediately notify Lender in writing of any tax warrant, tax levy or any legal, administrative, or arbitration proceedings to which Borrower becomes a party after the Effective Date.
- (p) That all payments made by Borrower to Lender via check or ACH, at the time of issuance, will be written or drawn upon an account that

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contains immediately available funds sufficient to cover the dollar amount of such check or ACH.

- (q) That Borrower's legal name and address as they appear in Section 15 are accurate and complete, and Borrower shall immediately notify Lender in writing of any change in Borrower's Place of Business, bank account information, legal name, physical address, contact information for Borrower or any principal of Borrower (including any change in telephone number), mailing address, business type, state of organization, ownership, management, or control and shall execute any and all documents requested by Lender at any time to bring Borrower into compliance with this Note and any other Loan Document.
- (r) That Borrower and all Guarantors are legally competent and have all necessary power and authority to enter into and perform their respective obligations under this Note and the other Loan Documents.
- (5) That Borrower shall not disclose to any third party, without the written consent of Lender, any terms and conditions applicable to Borrower's Credit Line, whether such terms and conditions are set forth on the applicable Advance Schedule, this Note or any other Loan Document.
- (1) That Borrower may have an account with Lender where information can be accessed and transmissions can be sent through the Discover Portal or by other electronic means, and Borrower shall have the means and the affirmative obligation to control access to the account information of Borrower by passwords and a Borrower account number. Borrower shall be solely responsible for any unauthorized access to Borrower's account. Access to Borrower's account may be revoked or otherwise restricted by Lender at any time, in Lender's sole discretion, without prior notice to Borrower.
- (u) That Borrower shall use Advances solely for Business purposes and not for personal, family, or household purposes. This means, among other things, that Borrower may not use Advances to purchase a vehicle for Borrower's personal, family, or household use, financed Inventory may be used for Borrower's personal, family, or household use. This Note and all Advances requested or made hereunder shall be requested and made only for commercial purposes and Borrower hereby expressly and unconditionally waives, to the fullest extent permitted by Law, the protections of any Law intended to protect consumers or regulate consumer loans.
- (v) That Borrower will provide Lender the name of each individual authorized to buy Inventory and make Advance requests hereunder on Borrower's behalf. Notwithstanding the foregoing or anything to the contrary in any Loan Document, Borrower shall be responsible and liable for all Advance requests and other Liabilities incurred by any such appointed individual or any other actual or apparent representative or agent of Borrower (regardless of whether such Person is specifically appointed by Borrower as contemplated above).
- 5. CREDIT TERMS AND CONDITIONS Borrower understands and agrees to the following terms, conditions, covenants, and other agreements relating to its Credit Line and any Advances made under this Note and the other Loan Documents, and acknowledges that any failure by Borrower adhere to any such terms, conditions, covenants, or other agreements shall result in Lender having the right (in addition to any other right that Lender may have), in its sole discretion and without notice to Borrower, to declare a Maturity Event with respect to all related Advances:
 - (a) The decision to make an Advance to or on behalf of Borrower is the exclusive right of Lender, whether or not an Event of Default has occurred, and Borrower understands that Lender may refuse to make an Advance at any time, with or without cause and without prior notice to Borrower or any Guarantors of such decision. Borrower is not obligated to finance any Inventory or Receivable through Lender.
 - (b) Borrower's Credit Line may require a Reserve as a credit underwriting condition to the grant of credit and as additional security for the repayment of Liabilities under this Note and the other Loan Documents. In the event a Reserve is either requested by Borrower or required by Lender, Borrower will be required to execute a Reserve Agreement, and the applicable Required Reserve Amount and Reserve Charge will be indicated on the applicable Advance Schedule.
 - (c) Borrower must deliver or cause to be delivered to Lender the Title or MSO for any Unit of Inventory at the time of any related Floorplan Advance request, or, in the event of a Universal Source Purchase, within seven (7) days after Lender funds the related Floorplan Advance.
 - (d) Borrower must deliver or cause to be delivered to Lender the original Receivable which is the subject of a Receivable Advance request within seven (7) days after Lender funds such Receivable Advance. In the event that a Receivable Advance is made by Lender with respect to a Unit for which there is an unpaid Floorplan Advance, then any such Receivable Advance made to Borrower shall be net of such unpaid Floorplan Advance and all other unpaid Liabilities of Borrower with respect to such Unit.
 - (e) Borrower must be in complete compliance with this Note and the other Loan Documents before an Advance request may be approved by Lender. Additionally, Lender may require certain other information from Borrower to be submitted before Lender will consider an Advance request.
 - (f) Borrower shall pay all Liabilities, without notice, that concern or relate to a Floorplan Advance for any Unit of Lender Financed Inventory on or before the Maturity Date. Lender shall apply such payments to any and all Liabilities relating to such Floorplan Advance. Notwithstanding anything herein to the contrary, if a shortage exists between the payments received by Lender with respect to a Floorplan Advance, and the Liabilities relating to such Floorplan Advance, then such shortage shall be immediately due and payable and shall continue to be considered a Liability owed by Borrower to Lender, secured by the remaining Collateral.

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- (g) Borrower shall pay all Liabilities, without notice, that concern or relate to a Receivable Advance for a subject Receivable on or before the Maturity Date. Lender shall apply such payments to any and all Liabilities relating to such Receivable Advance. Notwithstanding anything herein to the contrary, if a shortage exists between the payments received by Lender with respect to a Receivable Advance, and the Liabilities relating to such Receivable Advance, then such shortage shall be immediately due and payable and shall continue to be considered a Liability owed by Borrower to Lender, secured by the remaining Collateral.
- (h) Borrower shall pay all Liabilities, without notice, which do not concern or relate to a Floorpian Advance or a Receivable Advance, including Administrative Charges and other account level charges, in each case on their respective Maturity Dates.
- (i) With respect to payments that relate to a Floorplan Advance or a Receivable Advance which exceed the outstanding Liabilities owed by Borrower in connection with such Floorplan Advance or Receivable Advance, as the case may be, and with respect to payments for all other Liabilities, the order and method of application of such payments shall be at the sole discretion of Lender. Notwithstanding anything herein to the contrary, in the event Lender declares an Event of Default, Lender may apply all subsequent payments, including payments directly related to a Floorplan Advance or a Receivable Advance, in any manner or order. Payments initiated or received by Lender after 5:00PM EST may be applied the next Business Day.
- (j) Unless either (i) the Maturity Date for a Floorplan Advance has been accelerated as the result of a Maturity Event or a declaration of an Event of Default; or (ii) such Floorplan Advance is in the final Period pursuant to the applicable Advance Schedule, a Curtailment of such Floorplan Advance will automatically be processed at the end of the current Period. Upon the processing of the Curtailment for a Floorplan Advance, Borrower shall pay the accrued Interest, accrued Floorplan Fee, any other accrued Floorplan Advance related fees, and a principal reduction of such Floorplan Advance, in each case pursuant to this Note, the applicable Advance Schedule, and any applicable event sale or promotional terms in effect for such Floorplan Advance. Additionally, unless (a) the Maturity Date for a Floorplan Advance has been accelerated as the result of a Maturity Event or a declaration of an Event of Default; or (b) Borrower has notified Lender that Borrower has disposed of the subject Unit of Lender Financed Inventory by sale or otherwise, Borrower shall be deemed to have requested, and Lender may, in its sole discretion, automatically approve and process, an Extension with respect to such Floorplan Advance. With respect to any Extension, the Period, accrued Interest, accrued Floorplan Fee, any other Floorplan related fees, and the principal reduction required to be paid by Borrower for such Extension shall, in each case, be equal in all respects to those of the last Period, and, upon the processing of such Extension, Borrower shall pay such accrued Interest, accrued Floorplan Fee, any other accrued Floorplan Advance related fees, and principal reduction of such Floorplan Advance, in each case pursuant to this Note, the applicable Advance Schedule, and any applicable event sale or promotional terms in effect for such Floorplan Advance. Additionally, for each Extension, Borrower shall be charged any applicable Universal Program Fee (including any Universal Extension Fee) set forth in the Finance Program Rate, Fee, and Term Schedule for the applicable Finance Program.
- (k) Unless either (i) the Maturity Date for a Receivable Advance has been accelerated as the result of a Maturity Event or a declaration of an Event of Default; or (ii) such Receivable Advance is in the final Period pursuant to the applicable Advance Schedule, a Curtailment of such Receivable Advance will automatically be processed at the end of the current Period. Upon the processing of the Currailment for a Receivable Advance. Borrower shall pay the accrued Interest, accrued Receivable Fee, any other accrued Receivable Advance related fees, and a principal reduction of such Receivable Advance, in each case pursuant to this Note, the applicable Advance Schedule, and any applicable event sale or promotional terms in effect for such Receivable Advance. Additionally, unless (a) the Maturity Date for a Receivable Advance has been accelerated as the result of a Maturity Event or a declaration of an Event of Default; (b) Borrower has notified Lender that Borrower has received full payment on the subject Receivable; or (c) Borrower has notified Lender that Borrower has declared a default under such Receivable, Borrower shall be deemed to have requested, and Lender may, in its sole discretion, automatically approve and process an Extension with respect to such Receivable Advance. With respect to any Extension, the Period, accrued Interest, accrued Receivable Fee, any other Receivable related fees, and the principal reduction required to be paid by Borrower for such Extension shall, in each case, be equal in all respects to those of the last Period, and, upon the processing of such Extension, Borrower shall pay such accrued Interest, accrued Receivable Fee, any other accrued Receivable Advance related fees, and principal reduction of such Receivable Advance, in each case pursuant to this Note, the applicable Advance Schedule, and any applicable event sale or promotional terms in effect for such Receivable Advance. Additionally, for each Extension, Borrower shall be charged any applicable Universal Program Fee (including any Universal Extension Fee) set forth in the Finance Program Rate, Fee, and Term Schedule for the applicable Finance Program.
- (1) Lender may hold any property (and proceeds thereof) or funds belonging to or payable to Borrower or any of its Affiliates ("Setoff Funds") and apply such Setoff Funds to any outstanding Liabilities of Borrower or to any amounts owing by Borrower to any Affiliate of Lender, and Borrower hereby grants to Lender or its Affiliates, as the case may be, a lien on such Setoff Funds. Lender and its Affiliates may at any time apply any or all of the Setoff Funds to any outstanding Liabilities of Borrower or to any amounts owing by Borrower to any Affiliate of Lender. Borrower expressly waives any requirement of maturity or mutuality among Lender and its various Affiliates.
- (m) Any statement of Borrower's account furnished or made available to Borrower by Lender, to the extent no objection is made in writing by Borrower within ten (10) days after Borrower's receipt of such statement, shall constitute a definitive statement of Borrower's Credit Line and Liabilities as of the date of such statement and shall be binding upon Borrower.
- (n) Borrower hereby expressly authorizes Lender and its Affiliates to communicate with Borrower via facsimile transmissions, email, telephonic transmissions, both to a residential telephone line and/or cell phone, including text messaging, using an automatic telephone dialing system or an artificial or prerecorded voice message, and/or any other forms of communication, for any purpose, including general business matters, account information, marketing materials, collection, and/or any other communication needs. Borrower agrees that such express permission

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- shall extend to any and all of the contact information that Borrower has provided herein, including physical and email addresses, phone numbers, fax numbers, etc., and to such other addresses, phone numbers, email addresses, online chat, social media platforms, etc. that Borrower may provide to Lender or that Lender may obtain from any third party at a later date.
- (o) So long as Borrower is not in default of this Note or any other Loan Document, Borrower may sell Lender Financed Inventory to bona fide buyers in the Ordinary Course of Business, but nothing herein shall be deemed to waive or release any interest Lender may have hereunder or under any other agreement in any proceeds or replacements of such Lender Financed Inventory. Upon the sale of any Unit of Lender Financed Inventory, Borrower shall hold the proceeds from such sale in trust for the benefit of Lender, and Borrower shall pay to Lender, in accordance with this Note and the other Loan Documents, an amount equal to the unpaid balance of the Liabilities relating to such Unit of Lender Financed Inventory.
- (p) Borrower shall allow Lender and its Representatives to access Borrower's books and records at Borrower's Place of Business and such other places as any Lender Financed Inventory may be located, in order to conduct audits of Borrower's Lender Financed Inventory, in each case without prior notice to Borrower of such audits. Borrower shall be responsible for and agrees to pay all of Lender's expenses in conducting such audits.
- (q) Each Unit of Lender Financed Inventory must be physically verified at the time of any audit conducted by or on behalf of Lender to be at Borrower's Place of Business, or such other place as Lender may authorize. In the event that any Unit of Lender Financed Inventory is not so verified, Lender may, in its sole discretion, provide Borrower an opportunity to produce such Unit of Lender Financed Inventory at Borrower's Place of Business, or such other place as Lender may authorize.
- (r) Borrower may request from Lender, for a legitimate business purpose, the Title to a Unit of Lender Financed Inventory, but Lender reserves the right to grant or deny such request in its sole discretion. In the event Lender grants any such request, any Title provided to Borrower or to any other Person on Borrower's behalf, must be returned to Lender by the close of business on the seventh (7th) day after the date of Lender's release of such Title.
- (s) Borrower and each Guarantor authorize Lender to obtain and share credit information relating to Borrower and its Guarantors from and with credit bureaus, financial institutions, trade creditors, affiliates, and others and to conduct such other credit investigations that Lender in its sole discretion deems necessary. The individual signing below on behalf of Borrower expressly authorizes Lender to obtain his or her consumer credit report from time to time at Lender's discretion, and expressly ratifies any such consumer credit report that may have been obtained by or on behalf of Lender prior to the Effective Date. Borrower also authorizes Lender to contact any hird parties to disclose information, including information contained in Lender application, for the purpose of, among other things, obtaining intercreditor agreements and perfecting Lender's security interest. Further, if a Credit Line is granted, Borrower and each Guarantor authorize Lender to review Borrower's account periodically, which may include obtaining additional credit information on Borrower and each Guarantor through any available medium.
- (t) Borrower's account is subject to "NSF" fees in the amount stated in the Finance Program Rate, Fee, and Term Schedule or the maximum amount permitted by Law for each check or ACH issued by Borrower which is subsequently returned for insufficient funds, in addition to any charge or fee imposed by Borrower's and/or Lender's depository institution.
- (u) Lender may process checks electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number, and check serial number to Borrower's financial institution. By submitting a check for payment, Borrower authorizes Lender to initiate an electronic debit from Borrower's bank account. When Lender processes Borrower's check electronically, Borrower's payment may be debited from Borrower's bank account as soon as the same day Lender receives Borrower's check.
- (v) Borrower's account is subject to a late fee in the amount stated in the Finance Program Rate, Fee, and Term Schedule or the maximum amount permitted by Law for any Unit of Lender Financed Inventory for which Borrower fails to remit payment under this Note or any other Loan Document when due. Borrower acknowledges and agrees that the late fee charged by Lender is a reasonable estimate of Lender's additional administrative burden and costs incurred due to the delay and inconvenience to Lender associated with a late payment.
- (w) Borrower's account is subject to Administrative Charges. Borrower acknowledges and agrees that any such Administrative Charge charged by Lender is permitted under this Note and the other Loan Documents, and Borrower consents to the assessment of any such Administrative Charge to Borrower's account.
- (x) Borrower's account is subject to Universal Program Fees. Lender maintains and publishes the "Finance Program Rate, Fee, and Term Schedule" for each Finance Program applicable to Borrower's Credit Line via posting the same on the Discover Portal. Borrower may request a copy of the Finance Program Rate, Fee, and Term Schedule from Lender in writing at any time. All universal or generally applicable rates and fees and any amendments to the Terms and Conditions shall be published therein, incorporated herein by reference and made a part of this Note and any other applicable Loan Documents. The rates and fees applied to Borrower's Liabilities under this Note, any amended Terms and Conditions, or any applicable event sale or promotional terms in effect with respect to an eligible Floorplan Advance or Receivable Advance shall be (i) the applicable rates and fees set forth on the applicable Advance Schedule; (ii) the rates, fees, and amendments to the Terms and Conditions most recently published on the applicable Finance Program Rate, Fee, and Term Schedule; and (iii) the rates, fees, terms, and conditions as set forth in the applicable marketing materials outlining event sale and/or promotional terms. Lender may amend the rates, fees, and Terms and Conditions from time to time, at Lender's sole discretion, and without additional Notice to

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Borrower other than the publication of such amendments on the Discover Portal.

- (y) Lender maintains and publishes the Lender Guide on the Discover Portal. Borrower acknowledges and agrees that the Lender Guide and the content found therein are not part of this Note or any other Loan Document, are for informational purposes only, and do not create any new or additional contract rights or obligations for Borrower or Lender. Borrower acknowledges and agrees that the Lender Guide and the content therein is subject to change by Lender at any time without notice. To the extent the Lender Guide and the content therein are determined to create or provide additional contractual rights for Borrower and a conflict exists between this Note or any other Loan Document, on the one hand, and the Lender Guide, on the other hand, the provision of this Note or the other Loan Document, as the case may be shall prevail.
- (2) Borrower waives demand, presentment for payment, notice of dishonor, protest, and notice of protest, and expressly agrees that this Note and all payments coming due under it and any other Loan Documents may be extended or modified from time to time without in any way affecting Borrower's liability under this Note or any other Loan Document. Borrower and Guarantors understand that Lender may, at any time and without notice to Borrower, with or without cause, demand that this Note immediately be paid in full. The demand nature of this Note does not limit Lender's election of remedies upon an Event of Default by Borrower, and Borrower and Guarantors acknowledge that upon Lender's declaration of an occurrence of an Event of Default, all Liabilities uncer this Note and the other Loan Documents shall automatically accelerate and Lender may, at any time and without notice to Borrower, demand immediate payment of all Liabilities under this Note and the other Loan Documents and take such further action as may be contemplated under Section 7 or otherwise permitted by Law or in equity. Borrower shall have the right to pay all Liabilities in full at any time.
- (aa) Notwithstanding Section 4(f), upon any disposition of a Unit of Lender Financed Inventory, whether by sale or otherwise, or the receipt by Borrower (or any other Person on behalf of Borrower) of full or partial payment by or on behalf of the purchaser of such Unit of Lender Financed Inventory, Lender may, without notice to Borrower and in Lender's sole discretion, declare a Maturity Event with respect to the related Floorplan Advance.
- (bb) Notwithstanding Section 4(g), upon any receipt by Borrower of full payment under any Receivable that is subject to a Receivable Advance, or upon Borrower's declaration of a default under any such Receivable, Lender may, without notice to Borrower and in Lender's sole discretion, declare a Maturity Event with respect to the related Receivable Advance.
- (cc) The receipt, by Lender or Borrower, or any third party on Borrower's behalf, of proceeds related to any Unit of Lender Financed Inventory shall constitute conclusive proof of the sale or other disposition of such Unit of Lender Financed Inventory.
- EVENTS OF DEFAULT. The occurrence of any of the following events shall be considered an event of default under this Note and the other Loan Documents (each, an "Event of Default"):
 - (a) Borrower or any Guarantor fails to perform any of its obligations, undertakings or covenants under this Note or under any other Loan Document, including any obligation to repay any Liability when due and Borrower's obligation to pay upon demand any outstanding Liability under this Note.
 - (b) Borrower or any Guarantor breaches or otherwise violates any provision of this Note or any other Loan Document.
 - (c) Borrower makes any representation or warranty to Lender, or provides to Lender any schedule, certificate, financial statement, report, notice, or other writing, which is false or misleading in any material respect when made or delivered.
 - (d) Any damage or destruction of any Inventory and appropriate insurance naming Lender as "Loss Payee" is not in effect as required under Section 4(c).
 - (c) Borrower or any Guarantor, or any of their respective Parent Companies, has defaulted in the payment or performance of any debt or obligation under any other agreement, whether to Lender or to a third party.
 - (I) Borrower or any Guarantor, or any of their respective Parent Companies, becomes insolvent or consents to the appointment of a trustee, receiver, or other custodian for such Borrower, Guarantor, or Parent Company, as the case may be, or for any property belonging to any of the foregoing Persons; or such Borrower, Guarantor, or Parent Company, as the case may be, makes a general assignment for the benefit of its creditors; or any bankruptcy, reorganization, debt arrangement, or other case or proceeding under any bankruptcy or insolvency Law, or a dissolution or liquidation proceeding, its commenced by or against such Borrower, Guarantor, or Parent Company, as the case may be.
 - (g) Any material change in the management, ownership, or control of Borrower or its Parent Company occurs (unless such material change has been consented to in writing by Lender).
 - (h) The voluntary or administrative dissolution, death, or incompetence of Borrower or any Guarantor, or any of their respective Parent Companies.
 - (i) Any change in the financial condition of Borrower or any Guarantor, or any of their respective Parent Companies, that Lender in good faith

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deems adverse

- (j) Borrower or any Guarantor, or any of their respective Parent Companies, admits in writing that it is unable to pay its debts as they become
- (k) Lender in good faith deems itself insecure for any reason.
- 7. RIGHTS AND REMEDIES. Upon any Event of Default, Lender may, at its option and without notice to Borrower, exercise any or all of the following rights in a separate, successive, or concurrent fashion, and Lender's exercise of any rights hereunder shall not preclude Lender from pursuing other rights and remedies in conjunction therewith or at a later time:
 - (a) Demand immediate payment of all Liabilities under this Note and the other Loan Documents and all other indebtedness and amounts owed to Lender and its Affiliates by Borrower and its Affiliates. Lender shall have all rights and remedies available hereunder and under the other Loan Documents, and all rights and remedies available to Lender at law or in equity, indicating the rights and remedies available to Lender at law or in equity, indicating the rights and remedies of a secured party under the UCC. These rights and remedies include the right to cancel any unfunded Advances; to enter into Borrower's premises with or without legal process, but without force, and to take possession of and remove any Collateral; and to notify any account debtors or other Person obligated on Collateral to make payment or otherwise render performance to or fet hemefit of Lender. Lender shall have the right to contact any third parties, including auctions, governmental agencies, Borrower's licensing authorities, consumer finance companies, floorplan companies, other finance companies, consumers, other borrowers, Auction Insurance Agency, and such other Persons as Lender may elect to contact in its sole discretion, and to share such information as is necessary, in Lender's sole discretion, for any reason, including for purposes of and related to collection of any Liabilities under this Note and the other Loan Documents. At Lender's request, and to the extent Borrower may lawfully do so, Borrower shall assemble, prepare for removal, and make available to Lender at a place designated by Lender which is reasonably convenient for Lender and Borrower such Collateral as Lender may request.
 - (b) Initiate proceedings to appoint a receiver in any court of competent jurisdiction. To the extent permitted by Law, Borrower waives the right to notice and hearing of the appointment of a receiver and consents to such appointment without requiring Lender to post a bond.
 - (c) To the extent permitted by Law, Borrower gives consent to Lender to proceed in any action to collect on or execute against any and all bonds that Borrower or its Affiliates may have posted with any governmental authorities or third parties.
 - (d) Without limiting the foregoing, Lender may take control of any funds generated by any Collateral, and in Lender's name or Borrower's name, demand, collect receipt for, settle, compromise, sue for, repossess, accept returns of, foreclose, or realize upon any Collateral. Borrower waives any and all rights it may have to notice prior to seizure by Lender of any Collateral Borrower agrees that private sale of any Lender Financed Inventory at the amount then owed to Lender on such Lender Financed Inventory, less costs reasonably incurred by Lender in preparation of disposition of such Lender Financed Inventory, shall be a commercially reasonable method of disposition of such Collateral. Additionally, Borrower further agrees that any Inventory Collateral repossessed or otherwise obtained by Lender after an Event of Default may be disposed of by Lender, in Lender's sole discretion, at any regular or online sale of any wholesale auto auction that may be an Affiliate of Lender, or at any National Auto Auction Association member, and, in each case, any such a sale is and shall be deemed commercially reasonable for all purposes. Borrower shall be liable to Lender for any deficiency resulting from Lender's disposition of the Collateral. Borrower agrees that the Collateral is of the type customarily sold on a recognized market and that Lender therefore has no obligation to notify Borrower prior to a sale of any Collateral. Lender shall not be responsible for the accuracy or validity of any document or for the existence or value of any Collateral. Lender shall not be required to marshal any assets in favor of Borrower. Lender has no obligation to pursue any third party for any liability or obligation owed to Borrower. Borrower further agrees to pay all reasonable attorneys' fees and other collection costs incurred by Lender and its Affiliates in enforcing this Note and any other Loan Document after any Event of Default. To the extent not prohibited by Law, Borrower waives all appraisement, valuation, anti-deficiency, homestead, exemption, and usury Laws now or hereafter in effect, and releases all right to appeal after payment in full.
- 8. LOAN DOCUMENTS. In addition to the execution and delivery of this Note, upon the request of Lender, Borrower shall execute (or cause the execution of) the following additional documents in connection with Borrower's Credit Line (together with all other documents and instruments executed by Borrower in connection with this Note or Borrower's Credit Line, the "Loan Documents"), each of which shall be incorporated herein by reference and made a part of this Note: (a) a Power of Attorney in favor of Lender, (b) prior to Lender making any Advances under this Note, an Advance Schedule for each unique set of terms for the Finance Program applicable to Borrower, which may be amended from time to time; (c) such Guaranties of all of Borrower's Liabilities under this Note and the other Loan Documents as Lender may request, including Guaranties of all owners of Borrower, (d) a Reserve Agreement in favor of Lender, and (e) prior to Lender authorizing Borrower to place any Lender Financed Loventory on consignment with another licensed dealer, a Consignment Agreement acceptable to Lender.
- ASSIGNMENT. This Note and any other Loan Document may be assigned by Lender without notice to Borrower, but Borrower may not assign
 this Note or any other Loan Document without the prior written consent of Lender.
- 10. THIRD PARTY BENEFICIARIES. Neither this Note nor any other Loan Document is intended to confer upon any Person other than the Parties any rights or remedies hereunder, provided, however, that the rights and remedies afforded to Lender under Sections 2, 5(1), 5(n), 5(s), 7, 11 and 14 shall also inure to the benefit of the Affiliates of Lender and such Affiliates shall be intended third party beneficiaries of the provisions thereof.

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- 11. INDEMNIFICATION. Borrower shall, at its expense, defend, indemnify and hold harmless Lender and its Affiliates, and each of their respective directors, officers, principals, partners, shareholders or holders of any ownership interest, as the case may be, employees, Representatives, attorneys, and agents (the "Lender Parties") from and against any and all claims, judgments, losses, damages, demands, payments, fines, costs, expenses (including reasonable attorneys' fees and court courts), and liabilities of any nature or description incurred by a Lender Party to the extent arising from or relating to any of the following: (a) any personal injury or property damage caused by Borrower or any of its Representatives; (b) any breach by Borrower of this Note or any other Loan Document, including the breach of any representation, warranty, or other agreement contained in this Note or in any other Loan Document; and (c) Borrower's operation of its Business or any of Borrower's operations or activities.
- 12. NO JOINT VENTURE, PARTNERSHIP, OR AGENCY. Nothing contained in this Note or in any other Loan Document shall confer upon Lender or Borrower any interest in, or subject either of them to any liability for, or in respect of, the business, assets, profits, losses, or liabilities of the other. This Note does not constitute and shall not be characterized as a joint venture, partnership, or agency between Lender and Borrower. Nothing in this Section 12 shall limit or restrict the respective obligations and undertakings of Lender and Borrower hereunder.
- 13. AMENDMENT; MERGER. This Note and the other Loan Documents are intended by the Parties to be an amendment to and restatement of any prior Demand Promissory Note and Loan and Security Agreement or similar document or instrument (including any prior promissory note, loan and security agreement or similar contract) between Lender (or any predecessor of Lender, including Dealer Services Corporation and/or Manheim Automotive Financial Services, Inc.) and Borrower. With the exception of the amendments and modifications that Lender is entitled to make without the prior written consent of Borrower pursuant to this Note or any other Loan Document, with the exception of the amendments and modifications that Lender is entitled to make writhout the prior written consent of Borrower pursuant to this Note or any other Loan Documents, such other Loan Documents may be modified or amended only upon the written consent of Lender and the Person to whom such amendment relates. Additionally, the Finance Programs, Lender Guide, descriptions of specific Units of Lender Financed Inventory, amounts and terms of Advances, Maurity Dates, Extensions, Interest, Base Rates, Administrative Charges, Lender Universal Program Fees, late fees, NSF fees, and other charges allowed by this Note or any other Loan Document may be proven by the records kept by Lender. Notwithstanding the foregoing, any advance and/or loan originated pursuant to one or more agreements between Borrower and Dealer Services Corporation and/or Manheim Automotive Financial Services, Inc. prior to the Effective Date for which indebtedness from Borrower remains outstanding as of the Effective Date, shall remain subject to the terms and conditions of such prior agreement(s) for all intents and purposes until such indebtedness has been indefeasably repaid and sassified in full.
- 14. EXECUTION. The Parties understand and agree that Lender may execute this Note and any other Loan Documents by affixing the signature of an authorized representative of Lender via signature stamp. Additionally, Lender may execute this Note and any other Loan Documents by affixing to this Note or such other Loan Document, as the case may be, an electronic or digital signature, which electronic or digital signature shall for all purposes be deemed effective to constitute the valid signature of Lender. Any electronic or digital signature affixed to this Note or any other Loan Documents by Lender shall be deemed to satisfy all requirements imposed on electronic or digital signatures under the UCC, the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act"), and any other similar Laws relating to the validity or enforceability of electronic or digital signatures, and such electronic or digital signature shall not be denied legal effect, validity, or enforceability solely because it is in electronic or digital form. Notwithstanding the foregoing, Borrower may execute this Note and any other Loan Documents only by original signature of an authorized officer of Borrower, unless otherwise authorized by Lender. Lender may, in its sole discretion, permit Borrower and/or any Guarantor to execute this Note and any other Loan Documents by affixing to this Note or such other Loan Document, as the case may be, an electronic or digital signature. Borrower acknowledges and agrees that any electronic or digital signature of Borrower or any Guarantor shall for all purposes be deemed effective and constitute the valid signature of Borrower or Guarantor, as the case may be, and shall be deemed to satisfy all requirements imposed on electronic or digital signatures under the UCC, the E-Sign Act, and any other similar Laws relating to the validity or enforceability of electronic or digital signatures, and such electronic or digital signature shall not be denied legal effect, validity, or enforceability solely because it is in electronic or digital form. A facsimile or photocopied reproduction of signatures on this Note and any other Loan Documents shall be deemed original signatures for all intents and purposes. This Note and the other Loan Documents may be executed by the Parties in one or more counterparts which, collectively, shall constitute one and the same agreement.
- 15. NOTICES. All notices, demands and requests required or permitted to be given under this Note and any other Loan Document shall be (a) in writing, (b) sent by facsimile with receipt confirmed by telephone (but only if a facsimile number is provided below), delivered by personal delivery or sent by commercial delivery service or certified mail, return receipt requested, (c) deemed to have been given on the date sent by facsimile with receipt confirmed by telephone, the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (d) addressed as follows (or, in the case of Lender, to any other subsequent address that Lender may provide to Borrower (through written notice, via the Discover Portal, or otherwise) for purposes of directing future notices, demands or requests):

If to Lender:

NextGear Capital, Inc., 1320 City Center Drive, Suite 100, Carmel, IN 46032 Telephone: (317) 571-3721 Facsimile: (317) 571-3737

with a copy to:

NextGear Capital, Inc., 1320 City Center Drive, Suite 100, Carmel, IN 46032 Telephone: (317) 571-3721 Facsimile: (317) 571-3737

Telephone: (317) 571-3721 Facsimile: (317) Attention: Legal Department

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If to Borrower:

Michael Vernon Garrison, d/b/a Rock Hill Used Cars

519 Interstate Highway 30 E, Sulphur Springs, TX 754826153

Telephone: (903) 951-8597 Facsimile:

- 16. NO WAIVER. No failure or delay by Lender in exercising any right, power, or privilege or the granting of an exception by Lender with respect to any Term or Condition will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege by Lender.
- 17. TERMINATION. No termination of this Note shall alter Borrower's obligations and Liabilities relating to Advances and amounts funded or committed prior to the effective date of such termination, and all rights and remedies, including the security interest granted herein and the rights of Lender as a secured party hereunder, shall extend until all Liabilities owed by Borrower to Lender have been indefeasibly paid and satisfied in full.
- 18. LEGAL FEES AND COLLECTION COSTS. Borrower shall pay to Lender all reasonable legal fees, expenses, and collection costs incurred by Lender, Lender's Affiliates, and/or Lender's Representatives as a result of any Event of Default, Borrower's failure to perform any obligation or satisfy any Liability under this Note or any other Loan Document, and/or Borrower's unsuccessful prosecution of affirmative claims or counterclaims against such party or parties.
- 19 SEVERABILITY. Any provision of this Note or any other Loan Document that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Note and the other Loan Documents or affecting the validity or enforceability of any provision of this Note or any other Loan Document in any other jurisdiction.
- 20. GOVERNING LAW. Except with respect to the interpretation or enforcement of the arbitration and other provisions set forth in Section 22 (which shall be governed by the Federal Arbitration Act), the validity, enforceability, and interpretation of this Note and the other Loan Documents shall be governed by the internal Laws of the State of Indiana, without regard to conflicts of Laws provisions thereof.
- 21. JURISDICTION AND VENUE. As evidenced by Borrower's signature below, Borrower submits to the personal jurisdiction and venue of the state and federal courts of Marion County and Hamilton County, Indiana, and agrees that any and all claims or disputes pertaining to this Note or any other Loan Document, or to any matter arising out of or related to this Note or any other Loan Document, initiated by Borrower against Loader, shall be brought in the state or federal courts of Marion County or Hamilton County, Indiana. Further, Borrower expressly consents to the jurisdiction and venue of the state and federal courts of Marion County and Hamilton County, Indiana, as to any legal or equitable action that may be brought in such court by Lender, and waives any objection based upon lack of personal jurisdiction, improper venue, or forum non conveniens with respect to any such action. Borrower acknowledges and agrees that Lender reserves the right to initiate and prosecute any action against Borrower in any court of competent jurisdiction, and Borrower consents to such forum as Lender may elect.
- 22. DISPUTE RESOLUTION: WAIVER OF CLASS ACTION RIGHTS.
 - (a) In most cases, any disputes or claims that Borrower may have can be resolved quickly and to Borrower's satisfaction by contacting Lender regarding such dispute or claims. In the unlikely event that Lender is unable to resolve a dispute or claim that Borrower may have, Borrower agrees to arbitrate any such dispute or claim. This agreement to arbitrate is intended to be broadly interpreted, and includes (i) all disputes, claims and counterclaims arising out of or relating to this Note or any other Loan Document or any aspect of Borrower's relationship with Lender, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) all disputes, claims and counterclaims that may have arisen before this Note or any prior contract or agreement between Borrower and Lender (including all disputes, claims and counterclaims relating to any marketing or advertising by Lender); and (iii) any disputes, claims and counterclaims that may arise after the termination of this Note and any other Loan Document. Additionally, Borrower acknowledges that Lender may (but shall in no event be required to) arbitrate any dispute or claim that it may have against Borrower, with any antibitration being governed by the provisions of this Section 22. Borrower, at its election, may opt-out of the arbitration provisions set forth in Sections 22(a), 22(c) and 22(d) by providing written notice of its election to opt-out no later than thirry (30) days after the Effective Date, which notice shall be provided to Lender pursuant to Section 15 ("Opt-Out Notice") provided that such Opt-Out Notice shall become effective only upon Borrower's receipt of written confirmation from Lender that such Opt-Out Notice has been received by Lender within the required time period. Borrower acknowledges and agrees that, irrespective of any Opt-Out Notice or any written confirmation thereof, Borrower shall in all events be subject to the provisions of Section 22(b).
 - (b) ANY ARBITRATION PROCEEDING UNDER THIS NOTE WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS OF ANY KND (WHETHER PURSUED THROUGH ARBITRATION OR THROUGH THE COURTS) ARE NOT PERMITTED. BORROWER AGREES THAT IT MAY BRING CLAIMS AGAINST LEADER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. BORROWER AGREES THAT, BY ENTERING INTO THIS NOTE, BORROWER IS WAIVING ITS RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR OTHER SIMILAR REPRESENTATIVE PROCEEDING. UNLESS CONSENTED TO IN WRITING BY LENDER, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S

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CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. BORROWER ACKNOWLEDGES AND AGREES THAT THE SIZE OF BORROWER'S CREDIT LINE, THE INTEREST RATE TO WHICH ADVANCES ARE SUBJECT AND CERTAIN FEES CHARGED TO BORROWER, AS WELL AS THE SIZE AND DATES OF SPECIFIC ADVANCES, ARE UNIQUE TO AND NEGOTIATED BY BORROWER, AND THAT SUCH FACTORS WILL AND DO VARY AMONG BORROWERS.

- Any dispute or claim subject to arbitration pursuant to this Section 22 shall be submitted to binding arbitration administered by the Judicial Arbitration and Mediation Service ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures as then in effect (the "JAMS") Comprehensive Rules"); provided, however, that any dispute or claim that is subject to arbitration pursuant to this Section 22 and that involves disputes or claims where the aggregate amount reasonably in dispute or controversy is less than \$100,000, shall be submitted to binding arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures as in effect on the Effective Date (the "JAMS Streamlined Rules"). The disputes and claims subject to arbitration pursuant to this Section 22 will be resolved by a single arbitrator selected pursuant to the JAMS Comprehensive Rules or the JAMS Streamlined Rules, as the case may be. The arbitrator shall be bound by and shall strictly enforce the terms of this Note and the other Loan Documents and may not limit, expand, or otherwise modify any term or provision of this Note or any other Loan Document or any other contract or document between Borrower and Lender. The arbitrator shall not have the power to award to Borrower any damages that are excluded or that have been waived by Borrower under this Note or any other Loan Document, and Borrower irrevocably waives any claim that it may have thereto. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions. The arbitrator shall render a written decision within six (6) months after being selected. Any arbitration will be held in Indianapolis, Indiana (or its greater metro area). Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in his or her discretion, award costs and fees to the prevailing Party. The result of any arbitration shall be final and binding upon the Parties. Judgment upon any arbitration award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.
- (d) This Note and the other Loan Documents evidence transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 22, notwithstanding the provisions of Section 20.
- 23. WAIVER OF JURY TRIAL. AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, LENDER AND BORROWER KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS NOTE OR ANY OTHER LOAN DOCUMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS NOTE OR ANY OF THE OTHER LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, STATEMENT, WHETHER ORAL OR WRITTEN, OR ACTIONS OF LENDER OR BORROWER. NEITHER LENDER NOR BORROWER SHALL SEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT HAVE BEEN DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER OR BORROWER EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH LENDER AND BORROWER.
- 24. LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY LENDER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS NOTE OR ANY OTHER LOAN DOCUMENT (OR ANY ADVANCES MADE BY LENDER HEREUNDER OR THEREUNDER), EVEN IF SUCH LENDER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL THE LENDER PARTIES, COLLECTIVELY, BE LIABLE FOR ANY DAMAGES UNDER THIS NOTE OR ANY OTHER LOAN DOCUMENT (OR IN CONNECTION WITH ANY ADVANCE BY LENDER HEREUNDER OR THEREUNDER, THAT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE SUM OF THE INTEREST AND FLOORPLAN FEES ACTUALLY PAID TO LENDER BY BORROWER UNDER THIS NOTE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM AT ISSUE (OR, IN THE CASE OF MULTIPLE EVENTS, THE FIRST SUCH EVENT GIVING RISE TO THE CLAIM AT ISSUE).
- 25. WAIVER OF BOND. BORROWER WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY BOND OR SURETY OR SECURITY ON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF LENDER DURING ATTEMPTS TO RECOVER COLLATERAL OR OTHERWISE.
- 26 CALIFORNIA BORROWERS. In the event Borrower's Place of Business is in the State of California, Borrower acknowledges and agrees that any initial Advance made under this Note must be in the amount of at least Five Thousand Dollars and Zero Cents (\$5,000), and Borrower shall neither request nor accept any initial Advance under this Note in an amount less than Five Thousand Dollars and Zero Cents (\$5,000).
- 27. DISCLAIMER. THE DISCOVER PORTAL LICENSED OR PROVIDED HEREUNDER IS PROVIDED AS A CONVENIENCE TO BORROWER AND ON AN "AS-IS" BASIS. LENDER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LENDER MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE DISCOVER PORTAL WILL OPERATE ERROR-FREE OR ON AN UNINTERRUPTED BASIS, AND LENDER SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE FOR ANY OUTAGE OR OTHER LOSS OF FUNCTIONALITY OR CONNECTIVITY WITH RESPECT TO THE DISCOVER PORTAL, AND NO SUCH OUTAGE OR OTHER LOSS OF FUNCTIONALITY OR CONNECTIVITY SHALL EXCUSE ANY FAILURE BY BORROWER TO

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TIMELY PERFORM ALL OF ITS OBLIGATIONS TO LENDER UNDER THIS NOTE AND THE OTHER LOAN DOCUMENTS.

- 28. DESCRIPTIVE HEADINGS; INTERPRETATION. The descriptive headings herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Note. As used in this Note and the other Loan Documents, the terms "include," "includes," and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or like import. Words (including the defined terms set forth in Appendix A) of one gender shall be held to include the other gender as the context requires. Any references in this Note or in the other Loan Documents to a particular statute or regulation shall be deemed to include all amendments thereto, rules and regulations thereunder and any successor statute, rule, or regulation, or published clarifications or interpretations with respect thereto, in each case as in effect from time to time.
- 29. EFFECTIVE DATE OF OTHER LOAN DOCUMENTS. Unless otherwise stated in the applicable Loan Document, the effective date of any Loan Document executed by a party shall be the later of (a) the Effective Date of this Note, or (b) the date of Borrower's execution thereof as set forth below Borrower's signature thereon (or, in the case of any Guaranty, the date of Guarantor's execution thereof as set forth below Guarantor's signature thereon. In the event that the date of Borrower's or Guarantor's execution of any Loan Document is not set forth below Borrower's or Guarantor's signature thereon, then the effective date of such Loan Document shall be deemed to be the Effective Date of this Note.

WHEREFORE, the Parties, by their respective duly authorized representatives, have executed this Demand Promissory Note and Loan and Security Agreement on the dates set forth below.

BORROWER:	LENDER:
Michael Vernon Garrison, d/b/a Rock Hill Used Cars	NEXTGEAR CAPITAL INC.
By: Mi ht	By:
Michael Vernon Garrison, Owner	Name (Print):
Date: 5-6-15	Date: 5-6-15
GUARANTORS ACKNOWLEDGE AND CONSENT TO THE FOR	REGOING
Guarantor (Sign): WH- 4	of a
Michael Vernon Garrison	

APPENDIX A

- "Administrative Charge" shall mean any expense charged by Lender to Borrower that is reasonable or necessary, in Lender's sole discretion, to
 administer or monitor Borrower's account, to preserve any Collateral, or to collect any Liabilities under this Note.
- (2) "Advance" shall mean any discretionary loan or payment in any amount, for any purpose, made pursuant to this Note by Lender to Borrower or on Borrower's behalf to any third party.
- (3) "Advance Schedule" shall mean any addendum or other document executed pursuant to this Note, in each case as modified from time to time, which indicates the applicable specific terms regarding Borrower's Floorplan Fees, Receivable Fees, Contract Rate of Interest, Period(s), Required Reserve Amount, Reserve Charge, required principal reduction to obtain a Curtailment of the Maturity Date, and number of available Curtailments
- (4) "ACH" shall mean any payment by or on behalf of Borrower to Lender made via a nationwide electronic funds transfer network processing electronic debit and credit entries to or from Borrower's bank accounts.
- (5) "Affiliate" shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such first-named Person (which shall, for purposes of clarity, include any parent company and any direct or indirect subsidiary of such first-named Person) and, if such first-named Person, also includes any member of such first-named Person's immediate family. For purposes of this definition, the term "control" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.
- (6) "Base Rate" shall mean the greater of that variable rate of interest or that fixed rate of interest as stated in the Finance Program Rate, Fee, and Term Schedule.
- (7) "Borrower" shall have the meaning set forth in the Preamble.
- (8) "Borrower's Place of Business" shall mean the primary place where the Collateral and Borrower's books and records are kept, and where Borrower's operations are conducted.
- (9) "Business" shall mean Borrower's business, as it relates to the purchase and sale, lease, or rent of Inventory and/or the origination of any Receivables
- (10) "Business Day" shall mean any day other than a Saturday, Sunday, federal holiday or day on which banking institutions in Carmel, Indiana are authorized or obligated by Law or executive order to be closed.
- (11) "Check" shall mean any payment by or on behalf of Borrower to Lender not made in cash, via certified funds, wire transfer, or ACH.
- (12) "Collateral" shall have the meaning set forth in Section 2(a).
- (13) "Collateral Protection Program" shall mean that certain program in which Borrower may participate in lieu of providing third party insurance as required under this Note.
- (14) "Contract Rate" shall mean that rate of interest as stated on the applicable Advance Schedule.
- (15) "Credit Line" shall mean Borrower's floorplan line of credit with Lender pursuant to and under this Note.
- (16) "Curtailment" shall mean that grant by Lender, in its sole discretion, to Borrower of additional time extending the Maturity Date for an additional Period. The number of allowable Curtailments shall be as stated on the applicable Advance Schedule.
- (17) "Discover Portal" shall mean that certain web-based portal located at http://www.nextgearcapital.com (or any similar successor portal, interface or website) owned, operated or maintained by Lender and, subject to the Terms and Conditions, to which Borrower shall have access to from time to time as determined by Lender.
- (18) "Effective Date" shall have the meaning set forth in the Preamble.
- (19) "E-Sign Act" shall have the meaning set forth in Section 14.
- (20) "Event of Default" shall have the meaning set forth in Section 6.
- (21) "Extension" shall mean that grant by Lender, in its sole discretion, to Borrower of additional time extending the Maturity Date beyond the last

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Period as stated on the applicable Advance Schedule.

- (22) "Finance Program" shall mean any finance program offered by Lender and available to Borrower for the financing of Inventory or Receivables pursuant to an Advance under this Note.
- (23) "Finance Program Rate, Fee, and Term Schedule" shall mean that current schedule of applicable universal interest rates, fees and term and condition amendments for each Finance Program, including Universal Program Fees; late fees; fees relating to returned checks or ACH payments due to insufficient funds; the Base Rate; Collateral Protection Program fees; and notice of amendments to the Terms and Conditions, published by Lender via posting such schedule of such universal rates and fees and notice of amendments to the Terms and Conditions on the Discover Portal.
- (24) "Floorplan Advance" shall mean an Advance made pursuant to this Note relating to a Unit of Inventory to be offered for sale, lease or rent, or leased or rented by Borrower in the Ordinary Course of Business.
- (25) "Floorplan Date" shall mean (a) for a Universal Source Purchase, the sale date, regardless of the date the Floorplan Advance is actually requested or funded; and (b) for a Specific Source Purchase, the date the request for the Floorplan Advance is received by Lender, regardless of the date such Floorplan Advance is actually funded.
- (26) "Floorplan Fee" shall mean the fee charged by Lender to Borrower, as set forth on the applicable Advance Schedule, for each Unit of Lender Financed Inventory for each Period, including any Extensions thereof.
- (27) "Guarantor" shall mean any Person executing this Note as a Guarantor or any Person executing any Guaranty pursuant to this Note.
- (28) "Interest" shall mean the aggregate rate of interest which accrues on all Liabilities owed by Borrower to Lender under or arising out of this Note or the other Loan Documents.
- (29) "Inventory" shall mean all Units held by Borrower for wholesale or retail sale, lease, or rent, or leased or rented by Borrower. "Inventory" includes Lender Financed Inventory.
- (30) "JAMS" shall have the meaning set forth in Section 22(c).
- (31) "JAMS Comprehensive Rules" shall have the meaning set forth in Section 22(c).
- (32) "IAMS Standard Rules" shall have the meaning set forth in Section 22(c)
- (33) "Law" or "Laws" shall mean applicable common law and any applicable statute, permit, ordinance, code or other law, rule, regulation or order enacted, adopted, promulgated or applied by any governmental authority, all as in effect from time to time.
- (34) "Lender" shall have the meaning set forth in the Preamble.
- (35) "Lender Financed Inventory" shall mean all Units for which an Advance has been made under this Note.
- (36) "Lender Guide" shall mean those procedures and instructions for the use of Lender's system and the Discover Portal, in each case as modified by Lender from time to time in Lender's sole discretion, which are available in hard copy upon Borrower's written request to Lender or by Borrower logging onto the Discover Portal.
- (37) "Lender Parties" shall have the meaning set forth in Section 11.
- (38) "Liabilities" shall mean any and all Advances, debts, financial obligations, Administrative Charges, Lender Universal Program Fees, Interest, Floorplan Fees, NSF fees, late fees, charges, expenses, attorneys' fees, costs of collection, covenants, and duties owing, arising, due, or payable from Borrower to Lender of any kind or nature, present, or future, under any instrument, guaranty, or other document, whether arising under this Note, any other Loan Document, or otherwise, whether directly or indirectly (including those acquired by assignment), absolute or contingent, primary or secondary, due or to become due, now existing, or hereafter arising, and however acquired.
- (39) "Liens" shall mean any claims, liabilities, security interests, liens, mortgages, deeds of trust, pledges, conditions, charges, claims, options, rights of first refusal, easements, proxies, voling trusts or agreements, transfer restrictions under any contract or agreement or encumbrances of any kind or nature whatsoever.
- (40) "Loan Documents" shall have the meaning set forth in Section 8.
- (41) "Maturity Date" shall mean (a) for all Liabilities concerning or relating to a Floorplan Advance or a Receivable Advance, the earlier of the last day of the current Period or the day on which Lender declares a Maturity Event; (b) for all Liabilities not directly related to a Floorplan Advance or a Receivable Advance, ten (10) days after the date such Liability is posted to Borrower's account; and (c) for One Day Loans, the

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- date such One Day Loan is posted to Borrower's account. Notwithstanding the foregoing, upon the declaration of an Event of Default by Lender, the Maturity Date for all Liabilities shall be the earlier of (i) the date on which such Event of Default is declared by Lender, or (ii) the date on which such Event of Default first occurred. In the event the Maturity Date is not a Business Day, the Maturity Date shall be deemed to be the next Business Day.
- (42) "Maturity Event" shall mean any event, act or circumstance arising under this Note or any other Loan Document (including any failure by Borrower to adhere to any term or provision of this Note or any other Loan Document), which causes Lender to declare the event, act or circumstance a "Maturity Event" with respect to any Floorplan Advance or Receivable Advance.
- (43) "MSO" shall mean the manufacturer's certificate of origin or other document evidencing ownership of a Unit issued by the manufacturer of the
- (44) "Note" shall mean this Demand Promissory Note and Loan and Security Agreement and all present and future amendments, modifications, and addendums referenced herein.
- (45) "One Day Loan" shall mean the amount of any Advance that is in excess of the market value of a Unit, as determined by Lender in its sole discretion. The determination of whether to approve an Advance which would result in the posting of a One Day Loan to Borrower's account shall be in Lender's sole discretion. One Day Loans mature on the date on which they post to Borrower's account.
- (46) "Opt-Out Notice" shall have the meaning set forth in Section 22(a).
- (47) "Ordinary Course of Business" stiali mean the ordinary course of the Business of Borrower, consistent with past practices (but only to the extent such past practices were in compliance with Law and in accordance with best industry practices).
- (48) "Parent Company" shall mean, with respect to Borrower or any Guarantor, the Person(s) that, directly or indirectly, have the power to direct or cause the direction of the management and policies of Borrower or Guarantor, as the case may be, whether through the ownership of voting securities, by contract or otherwise.
- (49) "Party" or "Parties" shall have the meaning set forth in the Preamble.
- (50) "Period" shall mean the number of days set forth on the applicable Advance Schedule, which (a) in the case of a Floorplan Advance, shall be calculated beginning on the Floorplan Date; and (b) in the case of a Receivable Advance, shall be calculated beginning on the Receivable Origination Date
- (51) "Person" shall mean any individual, corporation, joint stock company, association, partnership, joint ventures, trust, estate, limited liability company, limited liability partnership, governmental authority or other entity or organization.
- (52) "Receivable" shall mean chattel paper, including a retail installment contract or buy here pay here contract, evidencing a monetary obligation of a buyer for the purchase of a motor vehicle from Borrower and the granting of a security interest in the vehicle to Borrower as security for the repayment of the monetary obligation.
- (53) "Receivable Advance" shall mean an Advance made pursuant to this Note to provide Borrower with working capital secured by a specific Receivable owned and originated by Borrower in the Ordinary Course of Business.
- (54) "Receivable Fee" shall mean the fee charged by Lender to Borrower, set forth on the applicable Advance Schedule, for each individual Receivable Advance for each Period, including any Extensions thereof.
- (55) "Receivable Origination Date" shall mean, with respect to any Receivable for which a Receivable Advance is made pursuant to this Note, the date on which such Receivable was originated by Borrower.
- (56) "Representative" shall mean, with respect to Borrower or Lender, as the case may be, the directors, officers, stockholders, employees, trustees, agents, and representatives, including any investment banker, consultant, attorney, or accountant, of Borrower or Lender, as the case may be.
- (57) "Required Reserve Amount" shall mean the aggregate total amount of funds required to be remitted by Borrower to Lender, as set forth in the applicable Advance Schedule, and held in the Reserve as a condition to the grant of Credit under this Note and the other Loan Documents.
- (58) "Reserve" shall mean the cash deposited with Lender by Borrower on a voluntary basis or as required as an underwriting condition and held by Lender as additional security for Borrower's Liabilities under this Note and the other Loan Documents, and Borrower's other Obligations (as defined in the Reserve Agreement) to the Lender Parties.
- (59) "Reserve Charge" shall mean that charge by Lender to Borrower, as set forth on the applicable Advance Schedule, assessed for the purpose of funding any Reserve.

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Account #92421

NextGear Demand Promissory Note and Loan and Security Agreement (v. 1.0) - Appendix A

- (60) "Setoff Funds" shall have the meaning set forth in Section 5(1).
- (61) "Specific Source Purchase" shall mean all purchases or other requests for an Advance, made by or on behalf of Borrower, that do not constitute a Universal Source Purchase.
- (62) "Terms and Conditions" shall mean all provisions of this Note and the other Loan Documents, with the exception of terms specifically referenced on the applicable Advance Schedule.
- (63) "Title" shall mean the certificate of title or other document evidencing ownership of a Unit issued by a duly authorized state, commonwealth, province, or government agency.
- (64) "UCC" shall mean the Uniform Commercial Code as enacted in the State where the Collateral at issue is located.
- (65) "Unit" shall mean any manufactured item, including motor vehicles, for which there exists a Title, MSO, or other similar evidence of ownership acceptable to Lender.
- (66) "Universal Program Fee" shall mean any published fee, as stated in the Finance Program Rate, Fee, and Term Schedule, charged by Lender to Borrower pursuant to a Finance Program.
- (67) "Universal Source Purchase" shall mean any purchase made by or on behalf of Borrower for which (a) a request for an Advance is made by or on behalf of Borrower; (b) from an auction or third party business that has entered into a universal funding agreement with Lender; and (c) such request for an Advance is received by Lender within seven (7) days of Borrower's purchase of the vehicle that is the subject of such request

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Account #92421

NextGear Demand Promissory Note and Loan and Security Agreement (v. 1.0) - Appendix A

ADVANCE SCHEDULE

Wholesale

Borrower: Michael Vernon Garrison, d/b/a Rock Hill Used Cars

Market: Plano

Account Number: 92421

Finance Program: Core

This Advance Schedule is being entered into by the undersigned borrower ("Borrower") and NextGear Capital, Inc. ("Lender") pursuant to that certain Demand Promissory Note and Loan and Security Agreement by and between Borrower and Lender (the "Note"). Capitalized terms used herein but not defined herein shall have the respective meanings as set forth in the Note (such meanings to be equally applicable to both the singular and plural forms of the terms defined).

The Period(s) and the required principal reduction for Curtailment for each Advance made pursuant to the Note and this Advance Schedule shall be as follows:

Period	Number of Days in Period	Required Principal Reduction to Extend Maturity Date	Floorplan Fee
1	45	7.50%	\$85.00
2	45	N/A - No Further Curtailments Available	\$85.00

Contract Rate: 4.50%

Additional fees, charges, and other terms applicable to Advances made pursuant to the Note and this Advance Schedule are set forth on the Finance Program Rate, Fee, and Term Schedule, which can be found on the Discover Portal.

WHEREFORE, the Parties, by their respective duly authorized representatives, have executed this Advance Schedule on the dates set forth below.

BORROWER:

Michael Vernon Garrison, d/b/a Rock Hill Used Cars

By: The hi

Michael Vernon Garrison, Owner

TRIAL MODE - a valid license will remove this message. See the keywords property of this PDF for more information.

Date: 5-6-15

LENDER:

By:

Name (Print):

Date:

Page 1 of 1

POWER OF ATTORNEY (Sole Proprietor)

This Power of Attorney is executed by the undersigned borrower ("Borrower") and delivered to NextGear Capital, Inc. ("Lender") pursuant to that certain Demand Promissory Note and Loan and Security Agreement by and between Borrower and Lender (the "Note"). Capitalized terms used herein but not defined herein shall have the respective meanings as set forth in the Note (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Any capitalized terms used herein, but not otherwise defined herein or in the Note, as the case may be, shall have the meanings ascribed to them in the UCC.

- 1. No Person to whom this Power of Attorney is presented, as authority for Lender to take any action described below, shall be required to inquire into or seek confirmation from Borrower as to the authority of Lender to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Lender unconditionally the authority to take and perform the actions described below. Borrower irrevocably waives any right that it may have, now or at any time in the filture, to commence any claim, Itigation, suit, petition, writ, or proceeding in any court of competent jurisdiction or before any arbitrator or other neutral, against any Person acting in reliance upon or otherwise acknowledging any power or authority granted by Borrower under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or canceled by Borrower without Lender's written consent or as otherwise allowed by Law. This Power of Attorney shall be deemed a "Loan Document" for all intents and purposes as referenced in the Note.
- 2. With or without the occurrence of an Event of Default under the Note, Borrower irrevocably appoints Lender (and all Representatives designated by Lender), with full power of substitution, as Borrower's true and lawful attorney-in-fact with full power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion, to take any and all appropriate actions and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of the Note and each of the other Loan Documents. Without limiting the generality of the foregoing, Borrower hereby grants to Lender the power and right, on behalf of Borrower, without further notice to or assent by Borrower, at any time, to do the following.
 - (a) execute such security agreements, invoices, notes, and related documentation as may be necessary for Borrower to acquire, refinance, or sell
 any Collateral (including any Units secured or to be secured by Advances made thereon);
 - (b) execute all documents necessary for Lender to perfect or secure its interest in the Collateral;
 - (c) make, settle, and adjust claims under policies of insurance, and endorse any check, draft, instrument, or other item of payment for the proceeds of such policies of insurance, and make all determinations and decisions with respect to such policies of insurance;
 - (d) endorse the name of Borrower upon any document, instrument, certificate, evidence of title, state registration documents, trust receipt, checks or other items of payment, or any related or similar documents, in cach case as necessary to pay for or protect the Collateral, including, without limitation, any agreements between Borrower and any global positioning satellite company;
 - (e) endorse the name of Borrower upon any items of payment or proceeds of any Collateral (including any Units constituting Collateral), and to deposit the same to the account of Lender on account of Borrower's Liabilities under the Note and the other Loan Documents;
 - (f) endorse the name of Borrower upon any chattel paper, document, instrument, invoice, freight bill, bill of lading, or similar document or agreement relating to any Collateral;
 - (g) use the information recorded on or contained in any data processing equipment, computer hardware, or software relating to any Collateral to which Borrower has access:
 - (h) pay or discharge any taxes, liens, security interests, or other encumbrances levied or placed on or threatened against Borrower or any of the Collateral;
 - (i) communicate with any party to any contract with regard to the assignment of the right, title, and interest of Borrower in and under such contract and/or the Collateral, and other matters relating thereto;
 - (j) contact any third parties and disclose and/or receive any Borrower information, including, without limitation, information or data in Borrower's application for credit with Lender, the Note, or Borrower's Credit Line, in each case for the purpose of, among other things, preserving Lender's security interest in the Collateral and ensuring the satisfaction of Borrower's Liabilities under the Note and the other Lean Documents; and
 - (k) do all other things reasonably necessary to satisfy Borrower's Liabilities under the Note and the other Loan Documents.
- 3. Upon the occurrence of an Event of Default under the Note, Borrower irrevocably appoints Lender (and all Representatives designated by Lender), with full power of substitution, as Borrower's true and lawful attorney-in-fact with full power and authority in the place and slead of Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion, to do the following:
 - (a) demand, collect, accept receipt for, sertle, compromise, adjust, foreclose, or realize upon any of the Collateral, in each case in such manner as Lender may determine:

Page 1 of 2

NextGear Power of Attorney (Sole Proprietor) (v. 1.0)

Account #92421

- (b) file or prosecute any claim, litigation, suit, petition, writ, or proceeding in any court of competent jurisdiction or before any arbitrator or other neutral, or take any other action otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due to Borrower, whenever payable, and to enforce any other right in respect of the Collateral, including, without limitation, confessing to or consenting to judgments, writs of replevin or possession, and/or any equitable relief in favor of Lender or its Affiliates;
- (c) file or prosecute all proofs of claim against any account debtor on behalf of Borrower; and
- (d) notify the United States Postal Service of a change in address for the delivery of Borrower's mail to an address designated by Lender, and to receive Borrower's mail on behalf of Borrower.
- 4. Any provision of this Power of Attorney that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Power of Attorney or affecting the validity or enforceability of any provision of this Power of Attorney in any other jurisdiction. Borrower hereby ratifies, to the extent permitted by Law, all that Lender or its designated Representatives shall lawfully do or cause to be done by virtue hereof. The rights and privileges set forth herein shall be deemed supplemental and in addition to any rights and privileges to which Lender or any other Person may be entitled under the Note or any other Loan Document. A facsimile or photocopied reproduction of any signature on this Power of Attorney shall be deemed an original signature for all intents and purposes.

WHEREFORE, Borrower has executed this Power of Attorney on the date set forth below.

BORROW	ER
--------	----

Michael Vernon Garrison, d/b/a Rock Hill Used Cars

Before me, a Notary Public in and for said County and State, personally appeared Michael Garrison who acknowledged the execution of the foregoing Power of Attorney, and who, having been duly swern, states that any representations contained therein

Witness my hand and Notarial Seal this Lay of MAY 20 15

Notary Signature

Notary Name (Printed)

My Commission Expires: Till 27, 2016 County of Residence: Hopkins



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Account #92421

NextGear Power of Attorney (Sole Proprietor) (v. 1.0)

EXHIBIT B

UCC FINANCING STATEMENT

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B. E	MAIL CONTACT AT FILER (optional)										
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	louston, TX 77019		FILED: Texas Sec	retary of State	FOR YML FILING						
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	Garrison	Michael	Verno								
1	AILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY						
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	2a. ORGANIZATION'S NAME Rock Hill Used Cars										
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONA	AL NAME(S)/INITIAL(S)	SUFFIX						
1	ALLING ADDRESS 2 Interstate Highway 30 E	CITY Sulphur Springs	STATE TX	POSTAL CODE 75482	country USA						
	CURED PARTY'S NAME (or NAME of ASSIGNEE o				JUSA						
OR OR	3a. ORGANIZATION'S NAME NEXTGEAR CAPITAL, INC	,	vide only <u>one</u> Secured Par	y name (3a or 3b)							
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6a. Cł	ck <u>only</u> if applicable and check <u>only</u> one box: Collateral is leck <u>only</u> if applicable and check <u>only</u> one box:		6b. Check o	tered by a Decedent's Personnly if applicable and check only if							
1	blic-Finance Transaction Manufactured-Home T			ural Lien Non-UCC Filing							
Secretaria	'ERNATIVE DESIGNATION (if applicable): Les	ssee/Lessor L Consignee/Consignor	Seller/Buyer Ba	ilee/Bailor Licensee/Lic	censor						

FILING OFFICE COPY

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Lien Solutions
B. E-MAIL CONTACT AT FILER (optional)
C. SEND ACKNOWLEDGMENT TO: (Name and Address) **CT Lien Solutions 2929 Allen Parkway, Ste. 100 Houston, TX 77019 USA

FILING NUMBER: 19-00481575
FILING DATE: 12/24/2019 11:00 AM
DOCUMENT NUMBER: 933800130001
FILED: Texas Secretary of State
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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

	IAL FINANCING STATEMENT FILE NUMBER 0014536196	1b. This FINANCING STATEMENT AMENDMENT is to Filer: attach Amendment Addendum (Form UCC3Ad) and	b be filed [for record] (or recorded) in the REAL ESTATE R provide Debtor's name in item 13	ECORDS.
2. Г	TERMINATION: Effectiveness of the Financing Sta	atement identified above is terminated with respect to the se	curity interest(s) of the Secured Party authorizing this Terr	nination Statement
For part	tial assignment, complete item 7 and 9 <u>and</u> also indicate			
4. 🔽 (addition	CONTINUATION: Effectiveness of the Financing state period provided by applicable law	Statement identified above with respect to the security intere	st(s) of Secured Party authorizing this Continuation Stater	nent is continued for the
	PARTY INFORMATION CHANGE:			
Check	cone of these two boxes. This Change aff	ects Debtor or Secured Party of record	AND Check one of these three boxes to:	
	HANGE name and/or address: Complete a or 7b <u>and</u> item 7c	item 6a or 6b; <u>and</u> item ADD name: Co <u>and</u> item 7c	mplete item 7a or 7b, DELETE name to be deleted in	: Give record name n item 6a or 6b.
6. CU		te for Party Information Change - provide only <u>one</u> name (6a	a or 6b)	
	6a. ORGANIZATION'S NAME			
OR	6b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
		plete for Assignment or Party Information Change - provide	only <u>one</u> name (7a or 7b) (use exact, full name; do not or	it, modify, or abbreviate any
part of t	he Debtor's name) 7a. ORGANIZATION'S NAME			
OR	7b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
7c. MAI	LING ADDRESS	CITY	STATE POSTAL CODE	COUNTRY
9. NA	ME OF SECURED PARTY OF RECORD As an Amendment authorized by a DEBTOR, check here	AUTHORIZING THIS AMENDMENT: Provide o		signment)
	9a. ORGANIZATION'S NAME NEXTGEAR CAPITAL, IN		***************************************	
OR	9b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
10. O	PTIONAL FILER REFERENCE DATA:	B		

FILING OFFICE COPY

EXHIBIT C

INDIVIDUAL GUARANTY

THIS INDIVIDUAL GUARANTY (this "Guaranty") is made and entered into by the undersigned guarantor ("Guarantor") in favor of NextGear Capital, Inc. ("Lender"), pursuant to that certain Demand Promissory Note and Loan and Security Agreement by and between Borrower (as defined below) and Lender (the "Note").

NOW, THEREFORE, in consideration of any loan or other financial accommodation heretofore or hereafter at any time made or granted to Borrower by Lender, and the mutual covenants, agreements, and conditions contained herein, Guarantor agrees as follows:

- DEFINITIONS. Capitalized terms used herein and not defined in this Section 1 or elsewhere in this Guaranty shall have the respective meanings
 as set forth in the Note (such meanings to be equally applicable to both the singular and plural forms of the terms defined). Any capitalized terms
 used herein, but not otherwise defined herein or in the Note, as the case may be, shall have the meanings ascribed to them in the UCC.
 - (a) "Borrower" shall mean the Person listed below, including any Affiliates of such Person, whether now in existence or hereinafter established or acquired:

Michael Vernon Garrison, d/b/a Rock Hill Used Cars 519 Interstate Highway 30 E., Sulphur Springs, TX 754826153 Telephone: (903) 951-8597 Facsimile:

(b) "<u>Liabilities</u>" shall mean any and all Advances, debts, financial obligations, fees, charges, expenses, attorneys' fees, and costs of collection owing, arising, due, or payable from Borrower to Lender or any of its Affiliates, of any kind or nature, present or future, under any instrument, guaranty, or other document, whether arising under the Note or any other Loan Document, whether directly or indirectly, absolute or contingent, primary or secondary, due or to become due, now existing or hereafter arising, and however acquired.

2. GUARANTY AND OTHER AGREEMENTS.

- (a) Guaranty Obligations. Guarantor hereby voluntarily, unconditionally, and absolutely guarantees (i) the full and prompt payment when due, whether by acceleration or otherwise, and at all times hereafter, of all Liabilities; and (ii) the full and prompt performance of all the terms, covenants, conditions, and agreements related to the Liabilities. Guarantor further agrees to pay all expenses, including attorneys' fees and court costs (including, in each case, those relating to bankruptcy and appeals), paid or incurred by Lender or its Affiliates in endeavoring to collect on any Liabilities, and in enforcing this Guaranty or in defending any claims by Borrower or any Guarantor related to any of the Liabilities, plus interest on such amounts at the lesser of (A) thirteen percent (13%) per annum, compounded daily, or (B) the maximum rate permitted by Law. Interest on such amounts paid or incurred by Lender shall be computed from the date of payment made by Lender and shall be payable on demand.
- (b) General Nature of Guaranty. Guarantor acknowledges that this Guaranty is a guaranty of payment and not of collection, and that his or her obligations hereunder shall be absolute, unconditional, and unaffected by: (i) the waiver of the performance or observance by Borrower or any Guarantor of any agreement, covenant, term, or condition to be performed or observed by Borrower or any such Guarantor, as the case may be, (ii) the extension of time for the payment of any sums owing or payable with respect to any of the Liabilities or the time for performance of any other obligation arising out of or relating to any of the Liabilities, (iii) the modification, alteration, or amendment of any obligation arising out of or relating to any of the Liabilities; (iv) any failure, delay, or omission by Lender to enforce, assert, or exercise any right, power, or remedy in connection with any of the Liabilities; (v) the genuineness, validity, or enforceability of any of the Liabilities or any document related thereto; (vi) the existence, value, or condition of, or failure of Lender to perfect its lien against, any security pledged in connection with the Liabilities; (vii) the release of any security pledged in connection with the Liabilities, or the release, modification, waiver, or failure to enforce any other guaranty, pledge, or security agreement; (viii) the voluntary or involuntary liquidation, dissolution, sale of all or substantially all of the property, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition, or readjustment or other similar application or proceeding affecting Borrower or any assets of Borrower, (ix) the release or discharge of Borrower or any other Guarantor from the performance or observance of any agreements, covenants, terms, or conditions in connection with any of the Liabilities, by operation of Law or otherwise; (x) the default of Borrower in any obligations to Guarantor or any torts committed by Borrower against Guarantor, even if Lender is alleged to be complicit or to have committed a direct tort against Guarantor, or (xi) any change in Borrower's ownership, entity type, legal structure, or state of organization or formation, or in Guarantor's relationship to Borrower or any other Guarantor.
- (c) Continuing and Unlimited Nature of Guaranty. The obligations of Guarantor under this Guaranty shall be continuing and shall cover any and all Liabilities existing as of the effective date of this Guaranty and any and all Liabilities existing at the time of any termination of this Guaranty. This Guaranty shall be unlimited in amount and shall continue in effect until this Guaranty is terminated pursuant to Section 3.
- (d) Waivers by Guarantor. Guarantor hereby expressly waives: (i) notice of the acceptance by Lender of this Guaranty; (ii) notice of the existence, creation, or non-payment of all or any of the Liabilities; (iii) presentment, demand, notice of dishonor, protest, and all other notices whatsoever; (iv) diligence in collection or protection of, or realization upon any of the Liabilities, any obligation under this Guaranty, or any security for or guaranty of any of the foregoing; (v) impairment of any collateral securing the Liabilities; (vi) notice of any change in Borrower's credit terms or limits with Lender, including any temporary or permanent increases in Borrower's Credit Line (and Guarantor prospectively consents to any such change); (vii) any non-contractual duties of Lender to Borrower or any Guarantor, and (viii) the protections of any Laws intended to protect consumers or regulate consumer loans, as the Liabilities are commercial in nature.

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Account #92421

NextGear Individual Guaranty (v. 1.0)

- (e) Authorization. Guarantor authorizes Lender to obtain and share credit information relating to Guarantor from and with credit bureaus, financial institutions, trade creditors, affiliates, and others and to conduct such other credit investigations that Lender in its sole discretion decrus necessary. Guarantor expressly authorizes Lender to obtain his or her consumer credit report from time to time at Lender's discretion, and expressly ratifies any such consumer credit report that may have been obtained by or on behalf of Lender prior to the effective date of this Guaranty. Guarantor also authorizes Lender to contact any third parties to disclose information for the purpose of, among other things, obtaining intercreditor agreements and perfecting Lender's security interest. Further, Guarantor authorizes Lender to periodically obtain additional credit information on Guarantor through any available medium.
- (f) Communication. Guarantor hereby expressly authorizes Lender and its Affiliates to communicate with Guarantor via facsimile transmissions, email messages, telephonic transmissions, both to a residential telephone line and/or cell phone, including text messaging, using an automatic telephone dialing system or an artificial or prerecorded voice message, and/or any other forms of communication, or any purpose, including general business matters, account information, marketing materials, collection, and/or any other communication needs. Guarantor acknowledges and agrees that such express permission shall extend to any and all of the contact information that Guarantor has provided herein, including any physical and email addresses, phone numbers, fax numbers, etc., and to such other addresses, phone numbers, email addresses, online chat, social media platforms, etc. that Guarantor may provide to Lender or that Lender may obtain from any third party at a later date.
- (g) Enforcement. In no event shall Lender have any obligation to proceed against Borrower, any other Guarantor or any other Person, or any security pledged in connection with the Liabilities, before seeking satisfaction from Guarantor. Lender may, at its option, proceed, prior or subsequent to, or simultaneously with, the enforcement of its rights hereunder, to exercise any right or remedy it may have against Borrower, any other Guarantor or other Person, or any security pledged in connection with the Liabilities. This Guaranty is in addition to, and not in substitution for, any other guaranty or other securities which Lender may now or hereafter hold.
- (h) Reinstatement. Guarantor agrees that, if, at any time, all or any part of any payment theretofore applied by Lender to any of the Liabilities is or must be rescinded or returned by Lender for any reason whatsoever (including as a result of any insolvency, bankruptcy, or reorganization of Borrower or any of his or her Affiliates), such Liabilities shall, for purposes of this Guaranty, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Lender, and this Guaranty shall continue to be effective or reinstated, as applicable, as to all such Liabilities, all as though such application by Lender had not been made.
- (i) Financial Statements. Upon Lender's request, Guarantor will provide Lender with Guarantor's audited financial statements, as certified by Guarantor's independent certified public accountant, and such other financial statements, information, and other materials as Lender may request from time to time.
- (j) Application of Payments: Subrogation. Any amounts received by Lender from any source on account of the Liabilities may be applied by it toward the payment of such of the Liabilities, and in such order of application, as Lender may from time to time elect. Notwithstanding any payments made by or for the account of Guarantor, Guarantor shall not be subrogated to any rights of Lender.

3. TERMINATION.

- (a) Payment of Liabilities and Termination of Credit Line. This Guaranty shall be terminated upon the occurrence of all of the fullowing: (i) the payment by Borrower or any Guarantor, either jointly or severally, of all Liabilities outstanding; (ii) the payment of all obligations by Guarantor which may be due to Lender under this Guaranty, and (iii) the fling of a Uct termination statement as to Borrower by or on behalf of Lender, or other written verification from Lender that Borrower's Credit Line is terminated.
- (b) Revocation of Guaranty. This Guaranty may be revoked by Guarantor upon written notice to Lender by certified mail, return receipt requested, to the address provided in Section 5(d). This Guaranty shall be deemed terminated upon the occurrence of a revocation in the manner provided in this Section 3(b). However, such revocation and termination shall in to way terminate or otherwise affect: (i) any obligations of Guarantor existing on or prior to the effective date of such revocation or termination; or (ii) any obligations of Guarantor arising after the effective date of such revocation or termination with respect to any Liabilities incurred by Borrower on or before the effective date of such revocation or termination.
- 4. EVENTS OF DEFAULT. The occurrence of any of the following events shall be considered an event of default under this Guaranty (each, an "Event of Default"):
 - (a) Guarantor fails to make full payment of any amount owed hereunder after notice from Lender,
 - (b) Guarantor fails to perform or observe any agreement, covenant, term, or condition contained in this Guaranty (other than any monetary obligation described in clause (a) above), and such failure continues for ten (10) days after notice from Lender;
 - (c) Guarantor makes an assignment for the benefit of creditors or fails to pay his or her debts as the same become due and payable;
 - (d) Guarantor petitions or applies to any tribunal for the appointment of a trustee or receiver of the business, estate, or assets or of any substantial portion of his or her business, estate, or assets, or commences any proceedings relating to Guarantor under any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution, or liquidation Law of any jurisdiction, whether now or hereafter in effect (each, a "Bankruptcy Filing");

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Account #92421

NextGear Individual Gearanty (v. 1.0)

- (e) any Bankruptcy Filing is filed or any related proceedings commenced against Guarantor, and Guarantor by any act indicates his or her approval thereof, consent thereto, or acquiescence therein, or any order is entered appointing any trustee or receiver, declaring Guarantor bankrupt or insolvent, or approving or accepting the Bankruptcy Filing in any such proceedings;
- (f) any suit or proceeding is filed or any related proceedings commenced against Guarantor or any of his or her Affiliates, which, if adversely determined, could substantially impair the ability of Guarantor or Borrower to perform any of their respective obligations with respect to this Guaranty or any of the Liabilities, in each case as determined by Lender in its sole and absolute discretion; or
- (g) there is any Event of Default by Guarantor under the Note.

If an Event of Default under this Guaranty shall have occurred, in addition to pursuing any remedies which may be available to Lender with respect to the Liabilities, Lender, at its option, may take whatever action at law or in equity Lender may deem necessary, regardless of whether Lender shall have exercised any of its rights or remedies with respect to any of the Liabilities, and Lender may demand, at its option, that Guarantor pay forthwith the full amount which would be due and payable hereunder as if all Liabilities were then due and payable.

GENERAL.

- (a) <u>Assignment: Successors and Assigns</u>. This Guaranty may be assigned by Lender without notice to Guarantor, but Guarantor may not assign this Guaranty without the prior written consent of Lender. The guaranty and the other agreements contained herein shall bind the legal representatives, heirs, successors, and assigns of Guarantor, and shall inure to the benefit of Lender and its successors and assigns. Each reference to Guarantor herein shall be deemed to include the legal representatives, heirs, and agents of Guarantor, and their respective successors and assigns.
- (b) Amendment: Merger. This Guaranty is intended by the Parties to be an amendment to and restatement of any prior Individual Guaranty or other similar document or instrument between Lender (or any predecessor of Lender, including Dealer Services Corporation and/or Manheim Automotive Financial Services, Inc.) and Guarantor, or otherwise executed by Guarantor for the benefit Lender (or any predecessor of Lender, including Dealer Services Corporation and/or Manheim Automotive Financial Services, Inc.). This Guaranty may be modified or amended only upon the written consent of Lender and Guarantor. The Parties acknowledge that Guarantor may have also acknowledged and cosented to the terms and conditions set forth in the Note, and, in such event, this Guaranty shall be deemed supplemental and in addition to the terms and conditions of the Note to which Guarantor has acknowledged and consented. In the event of any conflict between a term or provision set forth in this Guaranty, and a term or provision set forth in the Note, the term or provision set forth in this Guaranty shall, as between Lender and Guarantor, be deemed controlling.
- (c) Execution. Guarantor may execute this Guaranty only by original signature of Guarantor, unless otherwise authorized by Lender. Lender may, in its sole discretion, permit Guarantor to execute this Guaranty by affixing to this Guaranty an electronic or digital signature. Guarantor acknowledges and agrees that any electronic or digital signature of Guarantor shall for all purposes be deemed effective and constitute the valid signature of Guarantor, and shall be deemed to satisfy all requirements imposed on electronic or digital signatures under the UCC, the Electronic Signatures in Global and National Commerce Act (the "E-Sign Act"), and any other similar Laws relating to the validity or enforceability of electronic or digital signatures, and such electronic or digital signature shall not be denied legal effect, validity, or enforceability solely because it is in electronic or digital form. A facsimile or photocopied reproduction of the signatures on this Guaranty shall be deemed original signatures for all intents and purposes.
- (d) Notices. All notices, demands and requests required or permitted to be given under this Guaranty shall be (i) in writing, (ii) sent by facsimile with receipt confirmed by telephone (but only if a facsimile number is provided below), delivered by personal delivery or sent by commercial delivery service or certified mail, return receipt requested (except with respect to notices pursuant to Section 3(b), which notices may only be given by certified mail, return receipt requested), (iii) deemed to have been given on the date sent by facsimile with receipt confirmed by telephone, the date of personal delivery or the date set forth in the records of the delivery service or on the return receipt, and (iv) addressed as follows (or, in the case of Lender, to any other subsequent address that Lender may provide to Guarantor (through written notice or otherwise) for purposes of directing future notices, demands or requests):

If to Lender:

NextGear Capital, Inc., 1320 City Center Drive, Suite 100, Carmel, IN 46032

Telephone: (317) 571-3721 Facsimile: (317) 571-3737

with a copy to:

NextGear Capital, Inc., 1320 City Center Drive, Suite 100, Carmel, IN 46032

Telephone: (317) 571-3721 Facsimile: (317) 571-3737

Attention: Legal Department

If to Guarantor:

Michael Vernon Garrison

549 Interstate Highway 30 ESulphur Springs, TX 754826153

Telephone: (903) 951-8597 Mobile: (903) 951-8597

(e) No Waiver. No failure or delay by Lender in exercising any right, power, or privilege or the granting of an exception by Lender with respect

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Account #92421

NextGear Individual Guaranty (v. 1.0)

- to any term or condition of this Guaranty will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege, or the exercise of any other right, power, or privilege by Lender.
- (f) Severability. Any provision of this Guaranty that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without rendering invalid or unenforceable the remaining provisions of this Guaranty or affecting the validity or enforceability of any provision of this Guaranty in any other jurisdiction.
- (g) Governing Law. Except with respect to the interpretation or enforcement of the arbitration and other provisions set forth in Section 5(i) (which shall be governed by the Federal Arbitration Act), the validity, enforceability, and interpretation of this Guaranty shall be governed by the internal Laws of the State of Indiana, without regard to conflicts of Laws provisions thereof.
- (h) <u>Jurisdiction and Venue</u>. As evidenced by Guarantor's signature below, Guarantor submits to the personal jurisdiction and venue of the state and federal courts of Marion County and Hamilton County, Indiana, and agrees that any and all claims or disputes pertaining to this Guaranty, or to any matter arising out of or related to this Guaranty, initiated by Guarantor against Lender, shall be brought in the state or federal courts of Marion County or Hamilton County, Indiana. Further, Guarantor expressly consents to the jurisdiction and venue of the state and federal courts of Marion County and Hamilton County, Indiana, as to any legal or equitable action that may be brought in such court by Lender, and waives any objection based upon lack of personal jurisdiction, improper venue or forum non conveniens with respect to any such action. Guarantor acknowledges and agrees that Lender reserves the right to initiate and prosecute any action against Guarantor in any court of competent jurisdiction, and Guarantor consents to such forum as Lender may elect.
- (i) Dispute Resolution: Waiver of Class Action Rights
 - (i) In the unlikely event that Lender is unable to resolve a dispute or claim that Guarantor may have, Guarantor agrees to arbitrate any such dispute or claim. This agreement to arbitrate is intended to be broadly interpreted, and includes (i) all disputes, claims and counterclaims arising out of or relating to this Guaranty or any aspect of Guarantor's relationship with Lender, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. (ii) all disputes, claims and counterclaims that may have arisen before this Guaranty or any prior contract or agreement between Guarantor and Lender, and (iii) any disputes, claims and counterclaims that may arise after the termination of this Guaranty. Additionally, Guarantor acknowledges that Lender may (but shall in no event be required to) arbitrate any dispute or claim that it may have against Guarantor, with any such arbitration being governed by the provisions of this Section 5(i). Guarantor, at his or her election, may opt-out of the arbitration provisions set forth in Sections 5(i)(iii) and 5(i)(iv) by providing written notice of his or her election to opt-out no leter that thirty (30) days after Guarantor's execution of this Guaranty, which notice shall be provided to Lender pursuant to Section 5(i) ("Opt-Out Notice"), provided that such Opt-Out Notice shall become effective only upon Guarantor's receipt of written confirmation from Lender that such Opt-Out Notice has been received by Lender within the required time period. Guarantor acknowledges and agrees that, irrespective of any Opt-Out Notice or any written confirmation thereof, Guarantor shall in all events be subject to the provisions of Section 5(i)(ii)
 - (ii) ANY ARBITRATION PROCEEDING UNDER THIS GUARANTY WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS AND CLASS ACTIONS OF ANY KIND (WHETHER PURSUED THROUGH ARBITRATION OR THROUGH THE COURTS) ARE NOT PERMITTED. GUARANTOR AGREES THAT IT MAY BRING CLAIMS AGAINST LENDER ONLY IN HIS OR HER INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. GUARANTOR AGREES THAT, BY ENTERING INTO THIS GUARANTY, GUARANTOR IS WAIVING HIS OR HER RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR OTHER SIMILAR REPRESENTATIVE PROCEEDING. UNLESS CONSENTED TO IN WRITING BY LENDER, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. GUARANTOR ACKNOWLEDES AND AGREES THAT THE SIZE OF BORROWER'S CREDIT LINE, THE INTEREST RATE TO WHICH ADVANCES ARE SUBJECT AND CERTAIN FEES CHARGED TO BORROWER, AS WELL AS THE SIZE AND DATES OF SPECIFIC ADVANCES AND WHAT (IF ANY) GUARANTIES ARE REQUIRED, ARE UNIQUE TO AND NEGOTIATED BY BORROWER (AND, IF APPLICABLE, GUARANTOR), AND THAT SUCH FACTORS WILL AND DO VARY AMONG BORROWERS AND OTHER GUARANTORS.
 - (iii) Any dispute or claim subject to arbitration pursuant to this Section 5(i) shall be sibmitted to binding arbitration administered by the Judicial Arbitration and Mediation Service ("JAMS") pursuant to its Comprehensive Arbitration Rules and Procedures as then in effect (the "JAMS Comprehensive Rules"); provided, however, that any dispute or claim that is subject to arbitration pursuant to this Section 5(i) and that involves disputes or claims where the aggregate amount reasonably in dispute or controversy is less than \$100,000, shall be submitted to binding arbitration administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures as in effect as of the effective date of this Guaranty (the "JAMS Streamlined Rules"). The disputes and claims subject to arbitration pursuant to this Section 5(i) will be resolved by a single arbitrator selected pursuant to the JAMS Comprehensive Rules or the JAMS Streamlined Rules, as the case may be. The arbitrator shall be bound by and shall strictly enforce the terms of this Guaranty and may not limit, expand or otherwise modify any term or provision of this Guaranty or any other contract or document between Guarantor and Lender. The arbitrator shall not have the power to award to Guarantor any damages that are excluded or that have been waived by Guarantor under this Guaranty, and Guarantor irrovocably waives any claim that it may have thereof. The arbitrator shall not have the power to order pre-hearing discovery of documents or the taking of depositions. The arbitrator shall render a written decision within six (6) months after being selected. Any arbitration will be held in Indianapolis, Indiana (or its greater metro area). Each Party will bear its own expenses in the arbitration and will share equally the costs of the arbitration; provided, however, that the arbitrator may, in his or

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Account #92421

NextGear Individual Guaranty (v. 1.0)

her discretion, award costs and fees to the prevailing Party. The result of any arbitration shall be final and binding upon the Parties. Judgment upon any arbitration award may be entered in any court having jurisdiction over the award or over the applicable party or its assets.

- (iv) This Guaranty evidences transactions in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section 5(f), notwithstanding the provisions of Section 5(g).
- (i) WAIVER OF JURY TRIAL. AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, LENDER AND GUARANTOR KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT EITHER PARTY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED UPON OR ARISING OUT OF THIS GUARANTY, OR ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS GUARANTY, OR ANY COURSE OF CONDUCT, STATEMENT, WHETHER ORAL OR WRITTEN, OR ACTIONS OF LENDER OR GUARANTOR. NEITHER LENDER NOR GUARANTOR SHALL SEEK TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT HAVE BEEN DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY LENDER OR GUARANTOR EXCEPT BY WRITTEN INSTRUMENT EXECUTED BY BOTH LENDER AND GUARANTOR.
- (k) LIMITATION OF LIABILITY. IN NO EVENT SHALL ANY LENDER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, MULTIPLE OR CONSEQUENTIAL DAMAGES (INCLUDING ANY DAMAGES RESULTING FROM LOSS OF USE. LOSS OF PROFITS, LOSS OF BUSINESS OR OTHER ECONOMIC LOSS) ARISING OUT OF OR IN CONNECTION WITH THIS GUARANTY, EVEN IF SUCH LENDER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, IN NO EVENT SHALL THE LENDER PARTIES, COLLECTIVELY, BE LIABLE FOR ANY DAMAGES UNDER THIS GUARANTY OR ANY OTHER LOAN DOCUMENT THAT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE SUM OF THE INTEREST AND FLOORPLAN FEES ACTUALLY PAID TO LENDER BY BORROWER UNDER THE NOTE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM AT ISSUE (OR, IN THE CASE OF MULTIPLE EVENTS, THE FIRST SUCH EVENT GIVING RISE TO THE CLAIM AT ISSUE (OR, IN THE CASE OF MULTIPLE EVENTS, THE FIRST SUCH EVENT GIVING RISE TO THE CLAIM AT ISSUE)
- (1) <u>Descriptive Headings: Interretation</u>. The descriptive headings herein are for convenience of reference only and shall not control or affect the meaning or construction of any provision of this Guaranty. As used in this Guaranty, the terms "include," "includes," and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import.

WHEREFORE, Guarantor has executed this Guaranty on the date set forth below.

GUARANTOR:

Michael Vernon Garriso

Date: 5-6-15

COUNTY OF HEPKINS) SS

Before me, a Notary Public in and for said County and State, personally appeared (March 1946) acknowledged the execution of the foregoing individual Guaranty, and who, having been duly sworn, states that any representations contained therein

Witness my hand and Notarial Seal this

Motorar Signature

Motary Digitalian

Notary Name (Printed) Lin

My Commission Expires: July 21,20

Linda Brown

unty of Residence: _____

to PKINS

LINDA SUE BROWN

MY COMMISSION EXPIRES

July 27, 2016

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Account #92421

NextGeat Individual Guaranty (v. 1.0)

EXHIBIT D



Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

Regions : None Selected Markets : None Selected Delinquency Flag : All Dealer Type : None Selected

Business: 92421 Dealer Finance Program: None Selected

Exclude Default Dealers: No Exclude Account Level Charges: No

Include Comments: No Summary Type: None

_			_	c.,
('1	ieta	mai	· Dr	ofile

Name: Rock Hill Used Cars

Dealer #: 92421

Address Line 1: 519 Interstate Highway 30 E

Address Line 2:

City, State, ZIP: Sulphur Springs, TX 754826153

Phone: (903) 951-8597

Fax: (n/a) -

Market Info & Account Profile

Incomplete

Market: Plano

Market Phone: (214) 282-5039

Finance Program: Core

Dealer Status: DL

Unapplied Funds: \$.00

Reserved Funds: \$.00

Total Account Charges for Re	ock Hill Used Cars (92421)	\$25.00	
NSF		\$25.00 2020/04/02	
Fee Type	Description	Amount Due Date Incurred	

Lot Audit:

LOC Type	Approved Credit	Temp. Credit	Temp. Expiration	Total Credit	Outstanding Principal	Pending	Credit Available	Term Plan
Wholesale	\$800,000.00	\$.00		\$800,000.00	\$818,653.39	\$0.00	\$.00	D60/30/30 F75/40/40 R4.0 C%10/5
Heavy Trucks	\$100,000.00	\$.00		\$100,000.00	\$329,402.50	\$0.00	\$.00	D60/60/30 F150/0/75 R0.25 C%10/10
Total Lines of C	Credit for Rock Hill Us	ed Cars (92421)						
	\$900,000.00	\$.00		\$900,000.00	\$1,148,055.89	\$.00	\$.00	

Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

loor ate	Days	Last Paid	vs	Vehicle Description	Col or	VIN	Stk #	TS	Due	Disb	Source	Original Amount	Principal Balance	One Day Balance	Fee	Interest	Collateral Protection	Other	To
1/27/19	156	01/27/20	RHD	1995 GDAN 1GR	Whi	1GRAA9 22XSB0 29801	317	FR	04/27/20	S	LAWTON CACHE AUTO AUCTION	\$16,280.00	\$14,652.00	\$.00	\$75.00	\$266.32	\$270.65	\$85.00	\$15,348.
2/02/19	150	01/31/20	RHD	2001 HDAB 53'	B l a	1H9CE5 3311A26 3507	314	FR	04/30/20	S	LAWTON CACHE AUTO AUCTION	\$27,480.00	\$24,732.00	\$.00	\$75.00	\$430.35	\$437.62	\$170.00	\$25,844.
2/11/19	142	02/10/20	RHD	2014 Ford F350	Whi	1FT8W3 DT0EEB 34184	319	ST	05/11/20	S	Lone Star Auto Auction	\$30,450.00	\$27,405.00	\$.00	\$75.00	\$421.07	\$431.63	\$135.00	\$28,467.
2/30/19	123	02/28/20	RHD	2007 VOLV VN	Whi	4V4NC9 GH87N4 69707	325	FR	05/28/20	S	LAWTON CACHE AUTO AUCTION	\$28,990.00	\$26,091.00	\$.00	\$75.00	\$307.27	\$319.61	\$.00	\$26,792.
1/08/20	114	03/09/20	RHD	2004 GMC C750	Whi	1GDM7 C1384F 512353	330	FR	05/08/20	S	Lubbock Auto Auction	\$34,325.00	\$30,892.50	\$.00	\$.00	\$303.09	\$318.36	\$.00	\$31,513.
1/22/20	100		RHD	2007 inte 7000	Bla	1HTWB AAR67J 461931	340	ST	05/22/20	S	LAWTON CACHE AUTO AUCTION	\$35,070.00	\$35,070.00	\$.00	\$150.00	\$673.91	\$613.73	\$238.00	\$36,745.
1/24/20	98		RHD	1992 GMC DUMP	Whi	1GDG6 H1J6NJ 501295	337	ST	05/26/20	S	Route 66 Auto Auction of El Reno, LLC	\$19,100.00	\$19,100.00	\$.00	\$150.00	\$360.04	\$327.57	\$68.00	\$20,005.
1/24/20	98		RHD	2000 INTE DUMP	Whi	1HTSDA AN2YH3 14391	336	ST	05/26/20	S	Route 66 Auto Auction of El Reno, LLC	\$26,100.00	\$26,100.00	\$.00	\$150.00	\$490.83	\$447.62	\$68.00	\$27,256.
1/29/20	93		RHD	2001 ORBI TRAI	Unk	109US4 0212P12 8652	342	FR	05/29/20	S	Lone Star Auto Auction	\$15,125.00	\$15,125.00	\$.00	\$150.00	\$271.41	\$246.16	\$103.00	\$15,895.
2/12/20	79		RHD	2016 Ram 3500	Whi	3C7WR TCL9GG 178005	350	ST	06/12/20	S	LAWTON CACHE AUTO AUCTION	\$26,470.00	\$26,470.00	\$.00	\$150.00	\$397.66	\$365.95	\$68.00	\$27,451.
2/19/20	72		RHD	2005 FORD F750	Whi	3FRXF7 5S95V1 56426	351	ST	06/19/20	S	LAWTON CACHE AUTO AUCTION	\$29,990.00	\$29,990.00	\$.00	\$150.00	\$408.61	\$377.87	\$68.00	\$30,994.
3/06/20	56		RHD	1989 FORD WEST	Whi	1FDXK8 4A3KVA 37099	358	ST	05/05/20	S	Route 66 Auto Auction of El Reno, LLC	\$25,100.00	\$25,100.00	\$.00	\$150.00	\$262.82	\$245.98	\$68.00	\$25,826.
3/18/20	44		CUV	2008 FORD F-55	Unk	1FDAX5 7R18ED 86326	361	FR	05/18/20	S	Lone Star Auto Auction	\$28,675.00	\$28,675.00	\$.00	\$150.00	\$232.06	\$220.80	\$18.00	\$29,295.
otal I	Heav	y Truc	:ks									\$343,155.00	\$329,402.50	\$.00	\$1,500.00	\$4,825.44	\$4,623.55	\$1,089.00	\$341,440.

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Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

Whole	esale	Inven	tory	for Rock H	ill U	Jsed C	ars (9	242	:1)										
Floor Date	Days	Last Paid	vs	Vehicle Description	Col or	VIN	Stk#	тѕ	Due	Disb	Source	Original Amount	Principal Balance	One Day Balance	Fee	Interest	Collateral Protection	Other	Total
08/15/19	260	02/13/20	RHD	2004 Chev Aval	Blu	3gnec12 t04g171 303	264	ST	03/30/20	S	LAWTON CACHE AUTO AUCTION	\$11,230.00	\$8,221.42	\$.00	\$85.00	\$200.34	\$153.29	\$50.00	\$8,710.05
10/09/19	205	02/24/20	RHD	2013 Lexu ES 3	Whi	jthbk1gg 6d20202 56	274	ST	05/26/20	S	LAWTON CACHE AUTO AUCTION	\$15,280.00	\$12,093 . 40	\$.00	\$170.00	\$253.40	\$179.16	\$225.00	\$12,920.96
10/16/19	198	03/16/20	RHD	2004 GMC C5C	Whi	1GDJ5C 1114F50 0844	285	FR	05/15/20	S	LAWTON CACHE AUTO AUCTION	\$34,470.00	\$26,598.35	\$.00	\$80.00	\$355.76	\$277.49	\$175.00	\$27,486.60
10/16/19	198	03/16/20	RHD	1999 Dodg Ram	Whi	1B7KF2 368XJ51 2080	284	ST	05/15/20	S	LAWTON CACHE AUTO AUCTION	\$9,702.00	\$7,486.43	\$.00	\$80.00	\$102.01	\$78.10	\$225.00	\$7,971.54
10/16/19	198	03/16/20	RHD	2009 Ford F250	Whi	1FTSX2 0R19EA 01706	286	ST	05/15/20	S	LAWTON CACHE AUTO AUCTION	\$16,280.00	\$12,562.26	\$.00	\$80.00	\$169.41	\$131.05	\$225.00	\$13,167.72
10/16/19	198	03/16/20	RHD	2008 FORD SUPE	Whi	1FDAF5 7R48EB 34427	276	FR	05/15/20	s	LAWTON CACHE AUTO AUCTION	\$28,990.00	\$22,369.77	\$.00	\$80.00	\$299.61	\$233.37	\$175.00	\$23,157.75
10/29/19	184	02/28/20	RHD	2013 Ford F150	Whi	1FTFW1 ET7DFB 02285	296	ST	04/29/20	S	Route 66 Auto Auction of El Reno, LLC	\$17,500.00	\$14,214.38	\$.00	\$80.00	\$264.50	\$192.93	\$175.00	\$14,926.81
10/30/19	184	02/28/20	RHD	2011 Chev Taho	Sil	1GNSC DFJ5BR 260679	302	ST	04/29/20	S	LAWTON CACHE AUTO AUCTION	\$25,940.00	\$21,069.77	\$.00	\$80.00	\$390.85	\$285.99	\$175.00	\$22,001.61
11/06/19	177	03/06/20	RHD	2007 inte semi	Whi	2HSCNS CR97C3 89008	305	ST	05/06/20	S	LAWTON CACHE AUTO AUCTION	\$27,480.00	\$22,320.63	\$.00	\$80.00	\$366.32	\$269.30	\$175.00	\$23,211.25
11/13/19	170	03/12/20	RHD	2007 Dodg Ram	Whi	3D6WH4 6A27G7 12729	309	ST	05/13/20	S	LAWTON CACHE AUTO AUCTION	\$28,990.00	\$23,547.13	\$.00	\$80.00	\$343.33	\$253.66	\$175.00	\$24,399.12
11/20/19	163	02/20/20	RHD	2004 Mits FE6	Whi	JL6AAE 1H44K0 00734	311	ST	05/22/20	S	LAWTON CACHE AUTO AUCTION	\$29,490.00	\$25,213.95	\$.00	\$120.00	\$530.28	\$366.41	\$260.00	\$26,490.64
11/20/19	163	02/20/20	RHD	2004 Ford F350	Whi	1ftsw31p 04ea210 86	312	ST	05/22/20	S	LAWTON CACHE AUTO AUCTION	\$16,780.00	\$14,346.90	\$.00	\$120.00	\$302.15	\$208.49	\$175.00	\$15,152.54
11/27/19	156	02/25/20	RHD	2007 dodg ram	Whi	3D6WG 36A67G 817092	316	ST	04/27/20	S	LAWTON CACHE AUTO AUCTION	\$26,470.00	\$25,146.50	\$.00	\$60.00	\$299.86	\$305.73	\$50.00	\$25,862.09
12/04/19	149	03/03/20	RHD	2007 Dodg Ram	Bla	3d7mx4 8cx7g72 3854	318	ST	05/04/20	S	LAWTON CACHE AUTO AUCTION	\$19,320.00	\$18,354.00	\$.00	\$60.00	\$194.58	\$199.48	\$50.00	\$18,858.06
12/18/19	135	03/17/20	RHD	2014 Ford F350	Whi	1fd8w3gt 5eea255 82	322	ST	05/18/20	S	LAWTON CACHE AUTO AUCTION	\$26,970.00	\$25,621.50	\$.00	\$60.00	\$203.42	\$212.39	\$50.00	\$26,147.31
12/18/19	135	03/17/20	RHD	2014 Ford F350	Whi	1fd8w3gt 7eea255 83	324	ST	05/18/20	s	LAWTON CACHE AUTO AUCTION	\$29,000.00	\$27,550.00	\$.00	\$60.00	\$218.70	\$228.38	\$50.00	\$28,107.08
12/18/19	135	03/17/20	RHD	2015 Ford F350	Whi	1ft8w3dt 0fea269 11	321	ST	05/18/20	S	LAWTON CACHE AUTO AUCTION	\$23,500.00	\$22,325.00	\$.00	\$60.00	\$177.28	\$185.06	\$50.00	\$22,797.34
01/03/20	119		RHD	2005 Chev Silv	Whi	1gcjk332 45f9356 84	327	ST	05/04/20	S	LAWTON CACHE AUTO AUCTION	\$26,470.00	\$26,470.00	\$.00	\$80.00	\$584.21	\$551.24	\$68.00	\$27,753.45

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Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

Whole	esale	Inven	tory	for Rock H	iill U	Ised Ca	ars (9	242	:1)										
Floor Date	Days	Last Paid	vs	Vehicle Description	Col or	VIN	Stk#	тѕ	Due	Disb	Source	Original Amount	Principal Balance	One Day Balance	Fee	Interest	Collateral Protection	Other	Total
01/03/20	119		RHD	2002 Dodg Ram	Sil	3b7kc23 c92m23 6518	326	ST	05/04/20	S	LAWTON CACHE AUTO AUCTION	\$15,170.00	\$15,170.00	\$.00	\$80.00	\$335.52	\$315.92	\$68.00	\$15,969.44
01/08/20	114		RHD	2011 Ford F350	Whi	1FT7X3 B64BEB 25540	329	ST	05/07/20	S	Lubbock Auto Auction	\$17,725.00	\$17,725.00	\$.00	\$80.00	\$374.69	\$353.61	\$68.00	\$18,601 . 30
01/08/20	114		RHD	2005 Dodg Ram	Red	3D7KS2 8C05G7 51217	331	ST	05/07/20	S	Lubbock Auto Auction	\$16,725.00	\$16,725.00	\$.00	\$80.00	\$353.64	\$333.66	\$68.00	\$17,560.30
01/08/20	114	03/09/20	RHD	2011 Ram 2500	Gra	3D7TT2 CT2BG5 11932	333	ST	05/08/20	S	LAWTON CACHE AUTO AUCTION	\$22,940.00	\$20,646.00	\$.00	\$80.00	\$318.84	\$212.77	\$50.00	\$21,307.61
01/08/20	114	03/09/20	RHD	2006 Chev Silv	Blu	1GCJK3 3D46F2 52242	332	ST	05/08/20	S	LAWTON CACHE AUTO AUCTION	\$21,940.00	\$19,746.00	\$.00	\$80.00	\$304.98	\$203.49	\$50.00	\$20,384.47
01/22/20	100		RHD	2005 Dodg Ram	Whi	3D7KR2 8C65G7 06682	341	ST	05/22/20	S	LAWTON CACHE AUTO AUCTION	\$14,270.00	\$14,270.00	\$.00	\$155.00	\$427.85	\$249.73	\$68.00	\$15,170.58
01/22/20	100		RHD	2015 Ford F250	Whi	1ft7w2bt xfec1091	335	ST	05/21/20	S	LAWTON CACHE AUTO AUCTION	\$26,970.00	\$26,970.00	\$.00	\$80.00	\$496.85	\$471.98	\$68.00	\$28,086.83
01/23/20	99		CUV	2015 Ram 3500	Gra	3C63RR HLXFG6 42243	334	FR	05/22/20	S	Lone Star Auto Auction	\$27,125.00	\$27,125.00	\$.00	\$80.00	\$494.48	\$469.94	\$18.00	\$28,187.42
01/29/20	93		RHD	2006 Niss Maxi	Mar	1n4ba41 e46c810 994	348	ST	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$7,180.00	\$7,180.00	\$.00	\$155.00	\$201.14	\$116.85	\$68.00	\$7,720.99
01/29/20	93		CUV	2014 Ram 3500	Bla	3c63rrgl 7eg2357 72	346	FR	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$36,070.00	\$36,070.00	\$.00	\$155.00	\$1,000.87	\$587.04	\$188.00	\$38,000.91
01/29/20	93		RHD	1996 Ford Wind	Whi	2fmda51 48tbb47 033	347	ST	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$8,190.00	\$8,190.00	\$.00	\$155.00	\$229.01	\$133.29	\$68.00	\$8,775.30
01/29/20	93		RHD	2011 GMC Sier	Unk	1GT523 C81BZ2 65964	343	ST	05/29/20	S	Lone Star Auto Auction	\$27,125.00	\$27,125.00	\$.00	\$155.00	\$751.60	\$441.46	\$68.00	\$28,541.06
01/29/20	93		RHD	1996 Ford F250	Blu	1fthf26h 2teb027 56	345	FR	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$10,000.00	\$10,000.00	\$.00	\$155.00	\$278.92	\$162.75	\$18.00	\$10,614.67
01/29/20	93		RHD	2009 Dodg Ram	Unk	3D7KR2 8L39G5 35332	344	ST	05/29/20	S	Lone Star Auto Auction	\$20,625.00	\$20,625.00	\$.00	\$155.00	\$572.21	\$335.67	\$68.00	\$21,755.88
01/29/20	93		RHD	2009 Ford F350	Gra	1ftww33r 09ea448 75	349	ST	05/29/20	S	LAWTON CACHE AUTO AUCTION	\$19,820.00	\$19,820.00	\$.00	\$155.00	\$549.99	\$322.57	\$68.00	\$20,915.56
02/26/20	65		RHD	2006 Dodg Ram	Red		353	FR	05/27/20	S	LAWTON CACHE AUTO AUCTION	\$21,940.00	\$21,940.00	\$.00	\$115.00	\$419.64	\$249.57	\$18.00	\$22,742.21
02/26/20	65		RHD	2002 Ford F250	Red		354	ST	05/27/20	S	LAWTON CACHE AUTO AUCTION	\$23,940.00	\$23,940.00	\$.00	\$115.00	\$457.77	\$272.32	\$68.00	\$24,853.09
02/26/20	65		RHD	2014 Ford Expe	Red	1fmjk1j5 7eef151 45	352	ST	05/27/20	S	LAWTON CACHE AUTO AUCTION	\$23,440.00	\$23,440.00	\$.00	\$115.00	\$448.25	\$266.63	\$68.00	\$24,337.88

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Unit Count: 42

Requested by: MAN\GENE.WHEELER Requested on: 2020-05-01 01:28:05 PM

Whole	Wholesale Inventory for Rock Hill Used Cars (92421)																
Floor Date	Last Days Paid	Vehicle VS Description	Col or	VIN	Stk #	TS	Due	Disb	Source	Original Amount	Principal Balance	One Day Balance	Fee	Interest	Collateral Protection	Other	Total
03/04/20	58	RHD 2012 Ford F350	Unk	1FD8W3 HT5CEC 10971	355	ST	05/04/20	S	Lone Star Auto Auction	\$24,125.00	\$24,125.00	\$.00	\$75.00	\$409.73	\$244.87	\$68.00	\$24,922.60
03/04/20	58	CUV 2000 Ford Must	Unk	1FAFP4 446YF23 9383	356	FR	05/04/20	S	Lone Star Auto Auction	\$10,265.00	\$10,265.00	\$.00	\$75.00	\$175.22	\$104.19	\$18.00	\$10,637.41
03/04/20	58	RHD 1994 Ford F150	Whi	1FTEX1 5N9RKA 15724	357	ST	05/04/20	S	LAWTON CACHE AUTO AUCTION	\$8,990.00	\$8,990.00	\$.00	\$75.00	\$153.70	\$91.25	\$68.00	\$9,377.95
03/11/20	51	RHD 2015 Ford Comm	Whi	1FDXE4 FSXFDA 07194	360	ST	05/11/20	S	LAWTON CACHE AUTO AUCTION	\$25,440.00	\$25,440.00	\$.00	\$75.00	\$377.77	\$227.05	\$68.00	\$26,187.82
03/11/20	51	RHD 2015 Ram 3500	Red	3c63rrgl 4fg7025 52	359	ST	05/11/20	S	LAWTON CACHE AUTO AUCTION	\$23,940.00	\$23,940.00	\$.00	\$75.00	\$355.58	\$213.66	\$68.00	\$24,652.24
03/18/20	44	CUV 2011 Niss Sent	Unk	3N1AB6 AP3BL6 46445	362	FR	05/18/20	S	Lone Star Auto Auction	\$13,675.00	\$13,675.00	\$.00	\$75.00	\$174.51	\$105.30	\$18.00	\$14,047.81
Total	Wholesale	-								\$881,492,00	\$818,653.39	\$.00	\$4,110.00	\$14,918.77	\$10,797.09	\$3,994.00	\$852,473.25

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EXHIBIT E

UNIVERSAL FUNDING AGREEMENT

This Universal Funding Agreement (hereinafter referred to as the "Agreement") is made and entered into on this 27 day of ______, 2010, by and among DEALER SERVICES CORPORATION (hereinafter referred to as "DSC"), and LAWTON CACHE AUTO AUCTION (hereinafter referred to as "Auction").

WHEREAS, Auction conducts the sale of Vehicles through its facility located in Lawton, OK; and

WHEREAS, DSC desires to allow Dealers (as defined below), to use their DSC Credit (as defined below) for purposes of financing their Vehicle (as defined below) purchases from Auction.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, and other good and valuable consideration, the undersigned hereby agree as follows:

- Definitions. Unless defined in this section or the context otherwise requires, all terms used herein which
 are defined in the Uniform Commercial Code shall have the meanings therein stated.
 - a. "Advance" shall mean all loans or payments by DSC to Dealer or on Dealer's behalf to any third party.
 - b. "Bill of Sale" shall mean the valid block ticket or other document generated by Auction evidencing the purchase of a Vehicle at a regularly scheduled Auction sales event and disclosing (i) the name, address and phone number for the buying Dealer and the seller; (ii) the signature of the buying Dealer and seller; (iii) the make, model, year, color, mileage and the entire vehicle identification number for the subject Vehicle; (iv) the sale date for the Subject Vehicle; (v) the sale price for the subject Vehicle; and (vi) each Auction charge for which Auction has requested to be funded in the subject Vehicle's Auction Payment.
 - "Credit" shall mean that line of credit Dealer has been granted by DSC for purposes of financing its used Vehicle purchases.
 - d. "Dealer" shall mean an individual or entity which holds a used vehicle dealers license and has been granted Credit by DSC.
 - e. "DSC Number" shall mean the DSC assigned account number associated with a particular Dealer.
 - f. "Auction Payment" shall mean the aggregate of the sale price of a Vehicle purchased by Dealer at a scheduled Auction sale and the related buyer's fee and post-sale inspection fee due Auction for any such Vehicle purchased at Auction by Dealer with Credit.
 - g. "Inventory" shall mean all Dealer's Vehicles, Vehicle parts, other inventory and all additions, accessions, accessories, replacements, and proceeds thereof, now owned or hereafter acquired, held for sale or lease in the ordinary course of Dealer's business.
 - "Person" shall mean any individual sole proprietorship, partnership, corporation, limited liability company, joint venture, association or estate.
 - "Vehicle" shall mean any automobile, truck, boat, RV, powersports unit, or salvage Vehicle which
 Dealer purchases with Credit at Auction, and Auction requests DSC to remit the Auction Payment
 to Auction.

2. Terms and Conditions.

- a. DSC shall have the sole right and discretion as to the terms and conditions for Dealer's Credit and the ultimate authority in the decision to grant Credit to any Dealer.
- b. Only DSC pre-approved and pre-registered Dealers and their representatives are authorized to purchase Vehicles with Credit. Auction shall not allow unauthorized Persons to purchase Vehicles with Dealer's Credit.
- c. DSC shall not be required to approve any Advance request or fund an Auction Payment for a Vehicle purchased by a Dealer with Credit for any Vehicle with a sale price equal to or greater than \$50,000 without Auction and Dealer obtaining prior written approval via email or facsimile from DSC to approve and fund such Advance.
- d. DSC may provide notice to Auction that a Dealer is in default of its DSC line of credit. In the event DSC provides such notice of a default to Auction, Auction shall advise DSC whether the identified Dealer has any Inventory located at Auction's facility and whether the Auction is holding checks or drafts made payable to the Dealer for sold Inventory. Auction shall tender such Inventory, checks or drafts to DSC upon DSC's request for turnover and agreement to indemnify and hold harmless Auction for Auction's compliance with DSC's request.

3. Floorplanning and Funding Procedures.

- a. DSC shall have assigned each Dealer a DSC Number prior to Dealer making any purchases at Auction with Credit. Prior to any such purchases with Credit, the Dealer shall have authorized Auction to use Dealer's DSC Number to verify Dealer's available Credit. Auction may verify Dealer's available Credit by accessing Dealer's information online at www.discoverdsc.com and may print a report containing such information. DSC agrees to pay Auction Payment up to and including the available amount of Credit showing on Dealer's account report at the time Auction verified Dealer's available Credit and for a 24 hour period thereafter. In the event Auction permits Dealer to purchase a Vehicle with Credit without Auction verifying Dealer's Credit availability prior to the purchase, DSC reserves the right to refuse funding the Advance.
- b. Within 24 hours upon conclusion of the sale at which a Vehicle is purchased by Dealer with Credit, Auction shall go online to www.discoverdsc.com and enter, for each Subject Vehicle, (i) the Dealer's DSC Number; (ii) the Auction Payment; (iii) the entire identification number (VIN); (iv) the make, model, color and year; (v) Auction's unique identity number for the Vehicle, (i.e., the last 6 numbers of the VIN, lot number or other); and (vi) the odometer reading. DSC may but shall not be required to approve any Advance request by Dealer or fund an Auction Payment request by Auction for any Vehicle purchase made by Dealer where Auction fails to enter (i) the Dealer's DSC Number; (ii) the Auction Payment; (iii) the entire identification number (VIN); (iv) the make, model, color and year; (v) Auction's unique identity number for the Vehicle, (i.e., the last 6 numbers of the VIN, lot number or other); and (vi) the odometer reading within 24 hours of the conclusion of the sale at which the purchase of the subject Vehicle was made. Auction shall enter the certificate of title number and State of issuance for each subject Vehicle at such time that Auction has acquired actual possession of the subject Vehicle's certificate of title.
- c. Auction shall have previously provided DSC with Auction's bank account information including the name of the bank, account number and routing number. Upon satisfaction of all conditions required for funding a specific Vehicle purchased by Dealer with Credit pursuant to paragraph 3(b) above DSC shall ACH the Auction Payment for the subject Vehicle to Auction's designated account and provide Auction with a detailed description of the ACH transaction by making such information available online at www.discoverdsc.com. Within seven (7) days from the date DSC funds Auction Payment to Auction's designated bank account, Auction is responsible for delivering via overnight FedEx, UPS, DHL or next day certified mail the subject Vehicle's certificate of title and related Bill of Sale for the transaction to the Dealer's assigned DSC branch

(or as otherwise directed by DSC pursuant to the notice provisions of this Agreement). In the event the subject Vehicle's certificate of title and related Bill of Sale for the transaction are not received by DSC within seven (7) days from the date DSC funds Auction Payment to Auction, DSC reserves the right to require the immediate return of such Auction Payment by Auction.

- d. The Certificate of Title for any Vehicle shall not be delivered directly to the purchasing Dealer under any circumstance. In the event the certificate of title for any Vehicle purchased by a Dealer with Credit for which the Auction Payment has been remitted to Auction is delivered directly to a purchasing Dealer by Auction, Auction shall return the Auction Payment within twenty-four (24) hours from demand by DSC. In the event the certificate of title for any Vehicle purchased by Dealer with Credit is delivered directly to a purchasing Dealer by Auction, DSC shall not be required to approve the Advance and remit the Auction Payment, regardless of Dealer's Credit availability at the time of the Vehicle Purchase.
- e. In the event a Vehicle that has been funded by DSC to Auction pursuant to this Agreement and has been subsequently voided due to arbitration or otherwise by Auction, Auction shall immediately, but in any event within 24 hours from the time the transaction was voided, notify DSC of the voided transaction. Auction shall within seven (7) days from the date of notification to DSC of the hereunto referenced voided transaction, return to DSC the Auction Payment remitted by DSC to Auction relating to the specific voided transaction.
- f. In the event DSC deems it necessary to withdraw a Dealer's Credit during an Auction sale, DSC must immediately, by telephone, facsimile or e-mail, notify the appropriate Auction personnel of such action. Upon receipt of such notice, Auction shall use its best efforts to notify Dealer of such withdrawal of Credit and prevent Dealer from further purchases with Credit. In any event, after receipt of such notice from DSC, Auction shall not issue gate passes to Dealer for Vehicles purchased with Credit regardless of whether the vehicle was purchased before or after notice to the Auction that the Dealer's Credit has been withdrawn unless approved by DSC prior to issuance of such gate pass.

4. Confidentiality.

- a. DSC acknowledges that it could gain access to confidential information about Auction, the
 disclosure of which could substantially harm the business of Auction. DSC agrees not to disclose
 to any third party any confidential information about Auction which it receives from Auction.
- b. Auction acknowledges that it could gain access to confidential information about DSC, the disclosure of which could substantially harm the business of DSC. Auction agrees not to disclose to any third party any confidential information about DSC which it receives from DSC.
- 5. <u>Auction Representations and Warranties</u>. Auction represents and warrants to DSC that with respect to each purchase of a Vehicle by a Dealer with Credit through Auction for which Auction requests the Auction Payment be funded by DSC to Auction that:
 - a. Such Vehicle actually exists;
 - Such Vehicle was the subject of an "across the block" sale at one of Auction's regularly scheduled sales, and such sale was conducted by Auction in the ordinary course of Auction's business;
 - c. Such Vehicle is available immediately for the purchasing Dealer's actual possession;
 - The certificate of title for such Vehicle is valid and is under the control of Auction on the day of funding;
 - e. The Bill of Sale for such Vehicle accurately reflects (i) the name, address and phone number for the buying Dealer and the seller; (ii) the signature of the buying Dealer and seller; (iii) the make, model, year, color, mileage and the entire vehicle identification number for the subject Vehicle;

- (iv) the sale date for the Subject Vehicle; (v) the sale price for the subject Vehicle; and (vi) each Auction charge for which Auction has requested to be funded in the subject Auction Payment.
- f. The Dealer is not in the Auction Insurance Agency "KO" book at the time of Dealer's purchase of the Vehicle with Credit;
- g. The Dealer is not materially in default of the terms and conditions of any agreement between Auction and Dealer at the time of Dealer's purchase of the Vehicle with Credit; and
- h. Such vehicle is free of all Auction liens, security interests, and other encumbrances.

6. <u>Termination</u>.

- a. This Agreement may be terminated by either party giving thirty (30) days prior written notice to the other party.
- Upon termination, the parties' obligations arising out of transactions consummated prior to termination shall survive.

7. <u>Miscellaneous Provisions</u>.

- a. The parties to this Agreement may not assign their respective rights, duties or obligations contained herein to any other Person, in whole or in part, without the prior written consent of the other party. The parties shall not unreasonably withhold such written consent.
- b. This Agreement and all its provisions shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns and shall not benefit any person other than those enumerated above.
- c. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.
- d. This Agreement is intended by the parties to be the final expression of their agreement with respect to the terms included in this Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement.
- e. This Agreement may not be modified or amended except by mutual letter of agreement signed by all parties.
- f. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions of this Agreement or affecting the validity or enforceability of any provision of this Agreement in any other jurisdiction.
- g. This Agreement shall be governed by the laws of the State of Indiana.
- h. All parties hereto shall be responsible for their own legal fees.
- i. Unless otherwise provided for in this Agreement, all notices and other official communications given under this Agreement shall be in writing and shall be delivered in person, by certified mail, return receipt requested, postage prepaid, overnight courier or by confirmed facsimile transmission. All notices to a party will be sent to the address set forth below or to such other addresses as such party may designate by notice to the other party hereunder.

To DSC:

Dealer Services Corporation

1320 City Center Dr., Suite 100

Carmel, IN 46032 Attn: CEO/President Phone: (317) 571-3721 Facsimile: (317) 571-3737

To Auction:

LAWTON CACHE AUTO AUCTION

#9 Southwest 112th St.

Lawton, OK 73505

Attn: 156 Dru ie v Phone: (580) 536-4645

Fax: (580) 536-4645

- j. Auction shall not use the name, logo, trade name, trademark or other proprietary indicia of DSC, except as herein provided, without DSC's prior written consent. Likewise, DSC shall not use Auction's name, logo, trade name, trademark or other proprietary indicia without its prior written consent.
- k. Headings have been inserted in the Agreement as a matter of convenience of reference only; such headings are not a part of the Agreement and shall not be used in the interpretation of this Agreement.

The parties are signing this Agreement as of the date first above written.

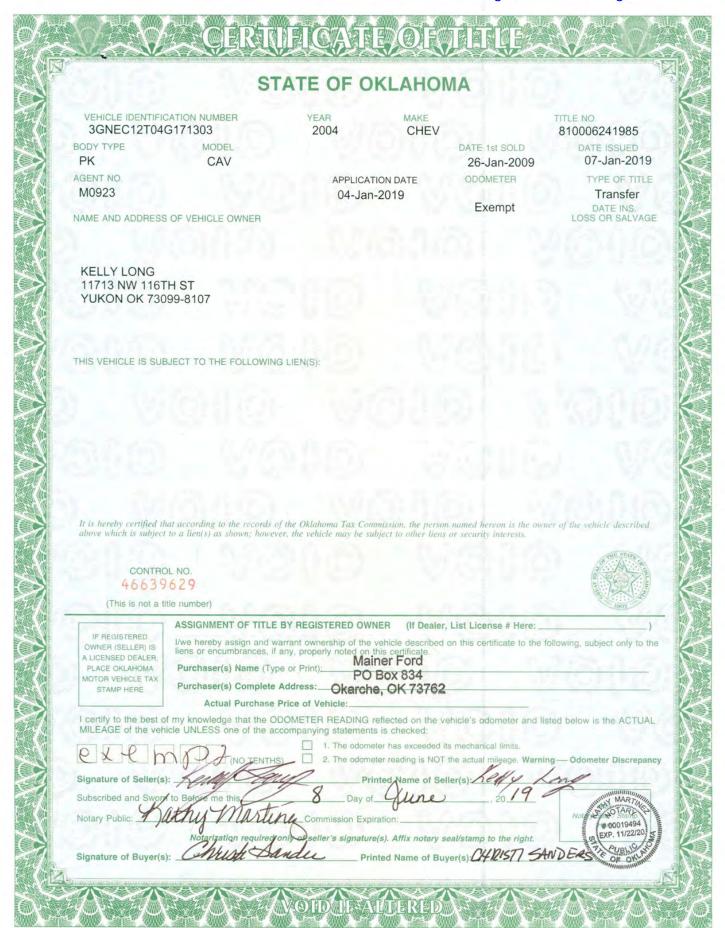
DEALER SERVICES CORPORATION	LAWTON CACHE AUTO AUCTION
3v	By Jane
ts:	Its: / (re Preside +



CREDIT AUTHORIZATION TO DEALER SERVICES CORPORATION FOR ACH DEPOSIT

:	Facility In	ıformation							
Name of Facility: LAWTON CACHE AUTO A	UCTION								
Address: # 9 Southwest 112th St.									
City: Lawton	State: OK		Zip: 73505						
Phone Number: (580) 536-4645		Fax Number: (580) 5	36-4645						
FEIN #: 37.5		General Manager:	Lise Druien						
Website: Lawton Auto Anc	Hon . com	Email: Cleanli	sa a sw.rr, com						
Maili	ing Address (If D	ifferent from A	bove)						
Mailing Address: Hall San	~4								
City:	State:		Zip:						
Phone Number:		Fax Number:							
	Bank Info	ormation							
Bank Name: 7:rst Nation	ial Bank								
Bank Address: 3801 Fair		-							
City: 1. 1/ .1	Statě, .		Zip:						
city: W' Wita Talls	1 C X Ct -3	B1- F M	76310						
Bank Phone Number: 940 - 696	, - 3000	Bank Fax Number:							
Contact at Bank: Jeanie	•								
J. C. C. C.	Account Ir	formation							
Full Account Name:	Inc.		Checking						
Account Number:			'						
Routing Number:									
	3.2								
	Signa	ature							
Facility desires to have and authorizes Dealer Services Corporation ("DSC") to initiate electronic credit entries, and if necessary, debit entries and adjustments for any credit entries in error to Facility's account listed below. This authorization will remain in effect until DSC receives written notice of termination from Facility. Facility authorizes DSC to stop any ACH to Facility's account without advance notice.									
I certify as the (Vill fresultity) of and that all information provided		authorized to co	ntract on the behalf of Facility						
Signature: The above information is a: Bank Account	_	•	Tecllity Phone/Fax Change						

EXHIBIT F



Ownership Transfer Information

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER: UD 2133



I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print): KOCK Hill Used Cars

Purchaser(s) Complete Address 549 T-30 East Sulphur Springs TX 75482

Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in:

certify to the best of my knowledge that the ODOMETER	READING reflected	on the vehicle's odomete	r and listed below is th	e ACTUAL MILEAGE o
the vehicle UNLESS one of the accompanying statements i	s checked:			

1. The odometer has exceeded its mechanical limits.	
V X P 60 (1)	
2. The odometer reading is NOT the actual mileage. Warning — Cdometer Disc	repanc
2. The odometer reading is NOT the actual mileage. Warning—Cdometer Disconstruction of Seller(s): Charles Charl	
Subscribed and Sworn to Before me this	
Notary Public: Huthy Murture Commission Expiration:	тр
Notarization required only of seller seignature(s). Affix notary seal/stamp to the right.	
Signature of Buyer(s): Printed Name of Buyer(s): Printed Name of Buyer(s):	

REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER:

PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate.

Purchaser(s) Name (Type or Print):_____

Purchaser(s) Complete Address:

Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in:

I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked:

(NO TENTHS)	1. The odometer has	exceeded its mechanical limits. ding is NOT the actual mileage. W	/arning Odometer Discrepanc
Signature of Seller(s):	Printed Na	me of Seller(s):	
Subscribed and Sworn to Before me this	Day of	, 20	Affix
Notary Public: Control C	ommission Expiration:ture(s). Affix notary seal/stan		Notary Seal / Stamp Here

Notarization required only of sever's signature(s). Affix notary sear/stamp to the right

Signature of Buyer(s): _____ Printed Name of Buyer(s): _____

LIENHOLDER INFORMATION

Any active lien or encumbrance against this vehicle is to be described below. Any active lien reflected on the face of this certificate will carry forward to any subsequent Oklahoma title issued unless a proper release of lien has been executed.

LIENHOLDER NAME			D	ATE OF LIEN:	
ZIZIII OZOZII III III Z				TIL OF LILIT.	

LIENHOLDER ADDRESS / CITY / STATE / ZIP:

STATE OF OKLAHOMA VEHICLE IDENTIFICATION NUMBER YEAR MAKE TITLE NO 1FDAF57R48EB34427 2008 **FORD** 810006408904 **BODY TYPE** MODEL DATE 1st SOLD DATE ISSUED CB F₅D 11-Mar-2019 18-Oct-2007 AGENT NO. APPLICATION DATE TYPE OF TITLE M3219 08-Mar-2019 Transfer Exempt DATE INS. NAME AND ADDRESS OF VEHICLE OWNER LOSS OR SALVAGE MAINER FORD PO BOX 3177 MCALESTER OK 74502-3177 THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEP (S): It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests. CONTROL NO. 46895304 (This is not a title number) ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: 23) IF REGISTERED I/we hereby assign and warrant cwnership of the vehicle described on this certificate to the following, subject only to the OWNER (SELLER) IS A LICENSED DEALER, PLACE OKLAHOMA Purchaser(s) Name (Type or Prnt): MOTOR VEHICLE TAX Purchaser(s) Complete Address:_ STAMP HERE Actual Purchase Price o Vehicle: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompasying statements is checked: 1. The odometer has exceeded its mechanical limits The odometer reading is NOT the actual mileage. Warning Signature of Seller(s) Day of EXP. 07/24/22 Notary Public Commission Expiration: required only of seller's signature(s). Affix notary seal/stamp to the right. Signature of Buyer(s):

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

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	REASSIGNMENT OF TITLE BY LIC	ENSED DEALER N	IUMBER: \(\lambda \tag{\tag{\tag{\tag{\tag{\tag{\tag{	72116	
OKLAHOMA MOTOR VEHICLE	I/we hereby assign and warrant owner or encumbrances, if any, properly note Purchaser(s) Name (Type or Print):_ Purchaser(s) Complete Address:	ed on this certificate.	Berila		
2288787	Actual Purchase Price of Veh		lit for Any Trade-in:	Jan 11183	17 73 70
i certify to the best of me the vehicle UNLESS one in the vehicle UNLESS one is signature of Seller(s). Subscribed and Sworn to Notary Public:		1. The odometer has 2. The odometer reac Printed Nan Day of	exceeded its mechan ling is NOT the actual ne of Seller(s):	ical limits. mileage. Warning—	Odometer Discrepance
	equired only of seller's signature(s). A	Affix notary seal/stam	p to the right.		OF OX AND
	REASSIGNMENT OF TITLE BY LIC	ENSED DEALER N	IUMBER:		
PLACE OKLAHOMA	I/we hereby assign and warrant owner or encumbrances, if any, properly note		cribed on this certific	ate to the following, s	subject only to the liens
, MOTOR VEHICLE TAX	Purchaser(s) Name (Type or Print):_				
	Purchaser(s) Name (Type or Print):_ Purchaser(s) Complete Address:				
MOTOR VEHICLE TAX					
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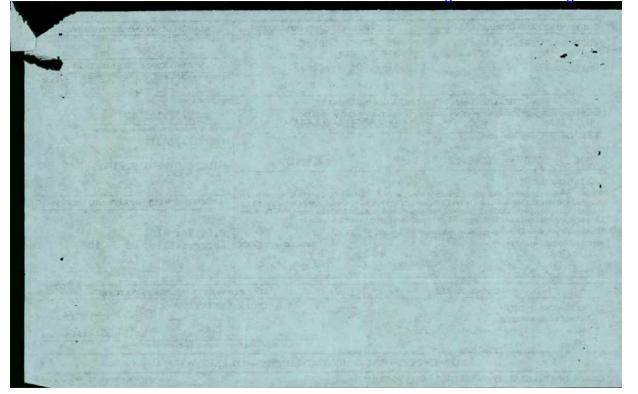
Case <u>4:20-cv-00959-BJ Document 101-2 Filed 08/30/21 Page 76 of 176 PageID 3477</u>

SAME SELVERY	Assignment below positively must be signed an	nd sworn to before a NOTAL	RY PUBLIC.	
ASSIGNMENT	I/we hereby assign and warrant little of the vehi or encumbrances, if any, and none other. PURCHASERS NAME (TYPE OR PAINT)	cle described on the reverse	side of this certificat	te subject to the following lie
OF TITLE BY REGISTERED OWNER		TUTS	ELES FILM	718
	22 MAIN ST	HOT SPr	ngs 17	R.
USE ONLY IF DEALER ASSIGNMENT	LIEN HOLDER ADDRESS	CITY	S. S.	710
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP	I certify to the best of my knowledge that the C			
IN THIS SPACE	the following statements is checked:	1. The amount of mileage		ACTUAL SELLING PRICE
	E X E M P T NO TENTHS	mechanical limits. 2. The odometer reading in		
	ODOMETER READING	WARNING-ODOMETER		\$
SIGNATURE(S) of Buyer(s):	Kyle near	of Seller(s)	fator	- Josa
PRINTED NAME: of Buyer(s):	Kyle way	of Seller(s)	Koben	JOHNS 40
	Subscribed and sworn to before me this	day	of	WHITE SIG
	NOTARY PUBLIC	My	Commission Expires	and Research
RE-ASSIGNMENT	I/we hereby assign and warrant title of the vehi or encumbrances, if any, and none other.	cle described on the reverse	side of this certifica	te subject to the following lie
BY OKLAHOMA DEALER	PURCHASERS NAME (TYPE OR PRINT)	0 0000		
NO.	PUBLIFIASERS ADDRESS	DCARS	1 8	L ZIP
The state of the s	519 7-30 Sulp	nur spri	172 to	175482
PLACE OKLAHOMA		-100	CHATE OF LIEN	
MOTOR VEHICLE TAX STAMP IN THIS SPACE	LIEN HOLDER ADDRESS	CITY	8,	200
123000000000000000000000000000000000000	I certify to the best of my knowledge that the	ODOMETER READING is t	he ACTUAL MILEAG	
	the following statements is checked:	1. The amount of mileage mechanical limits.	stated is in excess of	ACTUAL SELLING PRICE
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CIONIATURESON - I Company	ODOMETER READING	of Seller(s)	Ker L	won
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FRIMITED (MAINE OF BOYER(S).	Subscribed and swom to before ma this	day	of J	0
			Commission Expires	
	NOTARY PUBLIC I/we hereby assign and warrant title of the vehi	ala described on the source	s side of this partition	to subject to the following lie
RE-ASSIGNMENT BY OKLAHOMA DEALER	or encumbrances, if any, and none other.	cie described on the reversi	a side of this certifica	ie subject to the following is
	PURCHASERS NAME (TYPE OR PRINT)			
NO.	PURCHASERS ADDRESS	CITY	3	T. ZIP.
	DENHOLDER	VINE A PROPERTY	DATE OF LIEN	
PLACE OKLAHOMA	LIEN HOLDER ADDRESS	CITY	8	r. ZIP
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	the following statements is checked:	1. The amount of mileage		ACTUAL SELLING PRICE
	NO TENTHS	mechanical limits.		
	ODOMETER READING	WARNING-ODOMETER	NOT the actual mileage. R DISCREPANCY.	\$
SIGNATURE(S) of Buyer(s)		of Seller(s)		1123
PRINTED NAME: of Buyer(s)		of Seller(s)		
	Subscribed and swom to before me this	day	of Commission Expires	

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DEDICK NAMES AND A	ADDRESSES (Last Name First)	SECURED PARTY NAME /	AND ADDRESS	OKLAHOMA TAX C	COMMISSION USE ONLY
Johnson, Jean 304 E. 19th	A.	Rush Truck Center 6015 S. 49th W. A			
Owasso, OK 7	4055	Tulsa, OK 74107	72		E AGENT USE ONLY
		-		4 1 2004	TIME RECEIVED XXAM. P.M.
T	HIS LIEN FORM COVERS TH	E FOLLOWING VEHICLE:		RECEIPT NUMBER	20 1
03/31/04	ORIGINAL OKLAHOMA TITLE NO. MSO	VEHICLE IDENTIFICATION NO. (V.I.N 1GDJ5C1114F50084		040927251A5 MOTOR LICENSE AGENT (Men	
MODEL YEAR MAKE AN	ND MODEL		BODY TYPE	040927251A518	Market Comment
2004 GMC	TC5C042	Regular	r Cab	BILLIE GIVENS	7251PJ
ignature, and have advised	the Oklahoma Tax Commission	e, as of the "Release Effective I	Certificate of Title.	ASSIGNEE OF SECUR	ED PARTY AND ADDRESS
gnature, and have advised ith our lien omitted, please icense Agent will issue a r ease call if you should ha	the Oklahoma Tax Commission take this Release and your prese new Certificate of Title to you, ave any questions concerning the PARTY	of this Release. To obtain a new nt Title to you local Motor Licens for which there will be a small for is Release.	Certificate of Title, to Agent. The Motor ee.	GMAC P.O. Box 8102 Cockeysville,	MD 21030
gnature, and have advised ith our lien omitted, please icense Agent will issue a r lease call if you should ha	the Oklahoma Tax Commissions take this Release and your prese new Certificate of Title to you, ave any questions concerning th	of this Release. To obtain a new nt Title to you local Motor Licens for which there will be a small for is Release.	Certificate of Title, to Agent. The Motor ee. EASE EFFECTIVE DATE SECURI	GMAC P.O. Box 8102 Cockeysville,	MD 21030
ignature, and have advised vith our lien omitted, please cicense Agent will issue a release call if you should ha EPRESENTING THE SECURED IT CERTIFICATE OF TITE APPLICATION FOR THE	the Oklahoma Tax Commission to take this Release and your presence Certificate of Title to you, ave any questions concerning the PARTY ENCLOSURES LE	of this Release. To obtain a new tritle to you local Motor Licens for which there will be a small fe is Release.	Certificate of Title, to Agent. The Motor ee. EASE EFFECTIVE DATE Of 9 SECURI Rush Truck	GMAC P.O. Box 8102 Cockeysville,	MD 21030
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Case 4:20-cv-00959-BJ Document 101-2 Filed 08/30/21 Page 79 of 176 PageID 3480 (AS CERTIFICATE OF TITLE & VEHICLE TITLES AND REGISTRATION DIVISIO 91914519 YEAR MODEL MAKE OF VEHICLE BODY STYLE 1FTSX20R19EA01706 2009 FORD PK *TITLE/DOCUMENT NUMBER DATE TITLE ISSUED 16300140021141318 08/13/2009 LICENSE NUMBER MODEL WEIGHT 3/4 6800 0564AD ODOMETER READIN CHAPARRAL FORD INC DEVINE TX 322 OWNER REMARK(5) W M LEASING OF TEXAS, L.P. 10701 TODD RD HOUSTON, TX 77002 MILEAGE SIGNATURE OF OWNER OR AGENT MUST BE IN INK UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE. DATE OF LIEN 1ST LIENHOLDER 1ST LIEN RELEASED NONE AUTHORIZED AGENT DATE OF LIEN 2ND LIENHOLDER 2ND LIEN RELEASED AUTHORIZED AGENT SRD LIENHOLDER JRD LIEN RELEASED IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER AUTHORIZED AGENT OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS RIGHTS OF SURVIVORSHIP AGREEMENT WE THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE SIGNATURE DATE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE SIGNATURE DATE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S) SIGNATURE DATE DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

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SIGNI	I VEHICLE IS SOLD, TITLE HOLDER MUST ASSIGN AND FURNISH THIS TITLE, CURRENT LICENSE RECEIPT, AND ED APPLICATION FOR TITLE (FORM 130-U) INDICATING DATE OF SALE AND SALES PRICE TO THE PURCHASER WHO FILE APPLICATION WITH COUNTY TAX ASSESSOR-COLLECTOR WITHIN 20 WORKING DAYS TO AVOID PENALTY.
	FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP, FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.
ASSIGNMENT OF TITLE	The undersigned hereby certifies that the vehicle described in this title is free and clessof all liens, except as noted herein, and has been transferred to the following printed name and address Provided Truck Pours of Equipment 1 to 3116 S. How 77 Low York Color TX 1516 Street City State Zip Certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked 3.30 3.3 To 1. The mileage stated is in excess of its mechanical limits. Double of 1
FIRST REASSIGNMENT DEALER ONLY	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address recommendations and address series of the following printed name and address series of Purchaser Certify to the beest of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the following transferred to the following printed name and address stated in excess of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of its mechanical limits. Description of the vehicle unless one of the following statements is checked in excess of the vehicle unless one of the following statements is checked in excess of the vehicle unless one of the fol
SECOND REASSIGNMENT DEALER ONLY	The undersigned hearby certifies that the vehicle delegated in this title is free and clear of all liers, except as noted herein, and has been transferred to the following printed name and address to the processor of the processor of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of the vehicle unless one of the following statements is checken as a state of the vehicle unless one of th
THIRD REASSIGNMENT DEALER ONLY	The undersigned hereby certifies that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address that the vehicle described in this title is free and clear of all liens, except as noted herein, and has been transferred to the following printed name and address that the printed name and address to the printed name
EN	LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE:

AGENT NO. ARENT NO. M8832 OR Jun-2019 ASSIGNMENT OF TITLE BY REGISTERED OWNER When hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to tensor or encurrenances, if any, proper protect on the certificate to the following, subject only to tensor or encurrenances, if any, proper protect on the certificate to the following, subject only to tensor or encurrenances, if any, proper protect on the certificate to the following, subject only to tensor or encurrenances, if any, proper protect on the certificate to the following, subject only to tensor or encurrenances, if any, proper protect on the certificate of the vehicle of	ירפור פו מוספרור על נילוסים פוסטורים וויינים וויינים וויינים וויינים וויינים וויינים וויינים וויינים וויינים	ERTIFICA			e canta ataria de san utili — A divindidada palo e que distribu e de canta e de
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MAINER FORD OF BRISTOW PO BOX 834 OKARCHE OK 73762-0834 THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN'S): It is bree's certified that according to the records of the OMahoma Tax Commission, the person named hereon is the awner of the vehicle described above which is subject to a lients) as shown; however, the vehicle may be subject to other liens or security interests. CONTROL NO. 47272167 (This is not a title number) ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: LID 2133 Ilwo hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to lines of encumbrances, if any, proper proted on this certificate. Purchaser(s) Complete Address: 544 17-30 East Sulphur Spr. ngs TX Actual Purchase Price of Vehicle: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed believ is the ACTUMLEAGE of the vehicle UNLESS one of the accompanying statements is checked: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed believ is the ACTUMLEAGE of the vehicle UNLESS one of the accompanying statements is checked: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed believ is the ACTUMLEAGE of the vehicle UNLESS one of the accompanying statements is checked: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed believe is the ACTUMLEAGE of the vehicle UNLESS one of the accompanying statements is checked: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle is odometer and listed believe is the ACTUMLEAGE of the vehicle unit and milesge. Warning—Odometer Discree Signature of Seller(s): Printed Name o	AGENT NO.	APPL		118245	
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It is hereby certified that according to the records of the ONahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lients) as shown; however, the vehicle may be subject to other liens or security interests. CONTROL NO. 47272167 (This is not a title number) ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: UD 2133 When hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to liens or encumbrances, if any, properly noted on this certificate. Purchaser(s) Name (Type or Print): NOCK HILL USED Cars Purchaser(s) Complete Address: 549 T-30 East Sulphur Spr. ngs TX-Actual Purchase Price of Vehicle: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUMILEAGE of the vehicle UNLESS one of the accompanying statements is checked: I The odometer has exceeded its mechanical limits. 2. The odometer reading is NOT the actual mileage. Warning—Odometer Discreption of the accompanying statements is checked: Printed Name of Seller(s): Printed Name of Seller(s): Printed Name of Seller(s): Day of Warning—Odometer Discreption of the Name of Seller(s) CHRISTI SANDERS.	PO BOX 834				
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Subscribed and Sword to Before me this 17 Day of June , 2019	CONTROL NO. 47272167 (This is not a title number) ASSIGNMI I/we hereby liens or end Purchaser Purchaser Act I certify to the best of my knowled	ENT OF TITLE BY REGISTERED y assign and warrant ownership o cumbrances, if any, properly note r(s) Name (Type or Print): ROC r(s) Complete Address: 549 ual Purchase Price of Vehicle: dge that the ODOMETER READ	OWNER (If Dealer, the vehicle described of on this certificate. K Hill Used I-30 East	List License # Here: Jon this certificate to the Cars	ID 2133 following, subject only to the
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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

				Acceptance of the Control of the Con
	REASSIGNMENT OF TIT	LE BY LICENSED DEALER	NUMBER:	
	1			
PLACE OKLAHOMA		varrant ownership of the vehicle of properly noted on this certificate		e following, subject only to the lie
MOTOR VEHICLE TAX	Purchaser(s) Name (Typ	pe or Print):		
STAMP HERE	Purchaser(s) Complete	Address:		
	Actual Purchase	Price of Vehicle, Excluding C	redit for Any Trade-in:	
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		LIENHOLDER INFORM	IATION	
ny active lien or encun any subsequent Oklal	nbrance against this vehicle noma title issued unless a pr	is to be described below. Any a roper release of lien has been e	ctive lien reflected on the face o xecuted.	f this certificate will carry forwar
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I certify (or declare) under	penalty of perjury under the law	s of the State of California that THE SIGNA	ATURE(S) BELOW RE
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Case 4:20-cv-00959-BJ Document 101-2 Filed 08/30/21 Page 84 of 176 PageID 3485

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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subject to the complete of the com

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	REASSIGNMENT OF TITLE	BY LICENSED DEALE	R NUMBER:	
PLACE OKLAHOMA	I/we hereby assign and warr or encumbrances, if any, pro	rant ownership of the vehicle operly noted on this certificate	described on this certificate to the	following, subject only to the lier
MOTOR VEHICLE TAX STAMP HERE	Purchaser(s) Name (Type	or Print):		
STAMP HERE				
	Actual Purchase Pri	ice of Vehicle, Excluding C	redit for Any Trade-in:	
certify to the best of my	of the accompanying statemen	its is checked: 1. The odometer i	e vehicle's odometer and listed be has exceeded its mechanical limits.	
	(NO TENTHS)		reading is NOT the actual mileage.	Warning — Odometer Discrepan
ignature of Seller(s):		Printed I	Name of Seller(s):	
subscribed and Sworn to	o Before me this	Day of	, 20	Affix
lotary Public:		Commission Expiration:		Notary Seal / Stamp Here
	required only of seller's signa		to the control of the	
ignature of Buyer(s):		Printed	Name of Buyer(s):	
	I/we hereby assign and warr	rant ownership of the vehicle	R NUMBER:	
PLACE OKLAHOMA MOTOR VEHICLE TAX	I/we hereby assign and warr or encumbrances, if any, pro Purchaser(s) Name (Type of	rant ownership of the vehicle operly noted on this certificate or Print):	described on this certificate to the	following, subject only to the lier
PLACE OKLAHOMA	I/we hereby assign and warr or encumbrances, if any, pro Purchaser(s) Name (Type of Purchaser(s) Complete Ad	rant ownership of the vehicle operly noted on this certificate or Print):	described on this certificate to the	following, subject only to the lier
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PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE Certify to the best of my the vehicle UNLESS one Signature of Seller(s): Notary Public: Notary Public: Signature of Buyer(s):	I/we hereby assign and warr or encumbrances, if any, pro Purchaser(s) Name (Type of Purchaser(s) Complete Ad Actual Purchase Prior of the accompanying statement (NO TENTHS) o Before me this	rant ownership of the vehicle operly noted on this certificate or Print):	described on this certificate to the a. Credit for Any Trade-in: e vehicle's odometer and listed being as exceeded its mechanical limits. reading is NOT the actual mileage. Name of Seller(s): , 20 tamp to the right. Name of Buyer(s):	ifollowing, subject only to the lier low is the ACTUAL MILEAGE of Warning — Odometer Discrepant Affix Notary Seal / Stamp Here



_	FEDERAL AND STATE LAN	W DECILIBES TH	AT VOIL STATE THE M	WEACH IN CONNECTIO		
	OWNERSHIP. FAILURE TO C	OMPLETE OR PRO	OVIDING A FALSE STATE	MENT MAY RESULT IN F	INES AND/OR IMP	RANSFER OF RISONMENT
ASSIGNMENT OF TITLE	Name of Purchaser I certify to the best of my knowled Comments of Purchaser I certify to the best of my knowled Comments of Purchaser I am aware of the above odometer	dge that the adometer (No Trans) Signature of Ser certification made by	Street Street or reading is the actual mileag 1. The mileage stated is 2. The odometer reading	ge of the vehicle unless one of the excess of its mechanical lines not the actual mileage. WAR	State If the following statemnits. INING - ODOMETER (see (same as signature))	75482 Zip ents is checke
		iture of Buyer/Agent			e (same as signature)	
-	The undersigned hereby certifies that the	vehicle described in this titl	le is free and clear of all liens, except a	as noted herein, and has been transfer	red to the following printed	name and address
FIRST REASSIGNMENT DEALER ONLY	Name of Purchaser I certify to the best of my knowled ODOMETER READING		□ 1. The mileage stated is	City to of the vehicle unless one of the excess of its mechanical line is not the actual mileage. WAF	nits.	
AE			Dealer's Name		įvo,	4
1ST DE	Ag I am aware of the above odomete	gent's Signature	by the collectenest	Printed Name	(same as signature)	-
臣	Tant aware of the above oddinete	er certinoation made L	by the seller/agent.	1		
	Signa	ture of Buyer/Agent			a (same as signature)	name and address
		ture of Buyer/Agent vehicle described in this titl dge that the odomete	le is free and clear of all liens, except : Street or reading is the actual mileage :	as noted herein, and has been transfer City	State f the following printed State f the following statemnits.	Zip ents is checke
	Signa The undersigned hereby certifies that the Name of Purchaser I certify to the best of my knowled ODOMETER READIN	ture of Buyer/Agent vehicle described in this titl dge that the odomete	le is free and clear of all liens, except : Street or reading is the actual mileage :	City e of the vehicle unless one of in excess of its mechanical lines is not the actual mileage. WAF	State f the following printed State f the following statem nits. RNING - ODOMETER	Zip ents is checke
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SIGNMENT SECOND REASSIGNMENT ONLY DEALER ONLY	Signa The undersigned hereby certifies that the Name of Purchaser I certify to the best of my knowled ODOMETER READING Sale I am aware of the above odometer Signa The undersigned hereby certifies that the Name of Purchaser I certify to the best of my knowled ODOMETER READING Date of Sale	dge that the odomete G (No Tentha) Jent's Signature er certification made between described in this titl dge that the odomete G (No Tentha)	Street r reading is the actual mileage 1. The mileage stated is 2. The odometer reading is the actual mileage stated is 2. The odometer reading in the seller/agent. Street reading is the actual mileage stated is 3. The mileage stated is 4. The mileage stated is 4. The mileage stated is 4. The odometer reading 5. The odometer reading 5. Dealer's Name	as noted herein, and has been transfer City te of the vehicle unless one of in excess of its mechanical lin is not the actual mileage. WAF Printed Name Printed Name As noted herein, and has been transfer City te of the vehicle unless one of in excess of its mechanical lin is not the actual mileage. WAF	State f the following printed State f the following statem nits. NING - ODOMETER Dealer No. (same as signature) (same as signature) Tred to the following printed State f the following statem nits. NING - ODOMETER	Zip ents is checke DISCREPANO name and addres Zip ents is checke

		TATE OF C	KLAHUI	VIA .	
VEHICLE IDENTIFIC 3D7MX48CX BODY TYPE PK AGENT NO. 4918		YEAR 2007	MAKE DODG	DATE 1st SOLD 12/28/2006 ODOMETER 162384	TITLE NO. 251207026002E DATE ISSUED 12/07/2011 TYPE OF TITLE TRANSFER
NAME AND ADDRESS	OF VEHICLE OWNER				DATE INS. LOSS OR SALVAGE
իիվեպիսիկի		րկկիլիդիկի			
INDUSTRI 330 S MI PRYOR		CE INC 74361-5218			
THIS VEHICLE IS SUB	SECT TO THE FOLLOWING	i LIEN(S):			
					wner of the vehicle described
above which is subject	to a lien(s) as shown; howe	ever, the vehicle may be s			wner of the vehicle described
above which is subject	to a lien(s) as shown; howe	ever, the vehicle may be s			wner of the vehicle described
above which is subject	to a lien(s) as shown; howe	ever, the vehicle may be s	ubject to other liens	or security interests.	
CONTR 36123 (This is not a	to a lien(s) as shown; howeled	ever, the vehicle may be so 8A7084 E BY REGISTERED OW	ubject to other liens VNER (if Deale	or security interests.	U-6026
CONTR 36123 (This is not a	to a lien(s) as shown; howeled	BY REGISTERED OW warrant ownership of the if any, properly noted on pe or Print):	VNER (If Deale vehicle described this certificate.	or security interests.	U-6026 following, subject only to the
CONTR 36123 (This is not a IF REGISTERED OWNER (SELLER) IS A LICENSED DEALER, PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	to a lien(s) as shown; howeled to a lien(s) as shown; howeled to a lien(s) as shown; howeled to a lien show the show that the lien show the lien show the lien show that the lien show that the lien show the lien show that the lien show the	BA7084 E BY REGISTERED OW warrant ownership of the if any, properly noted on pe or Print): Address: Price of Vehicle:	VNER (If Dealer vehicle described this certificate.	or, List License # Here: on this certificate to the h ment + Av Pryor Ole 1	U-6026 following, subject only to the
CONTR 36123 (This is not a IF REGISTERED OWNER (SELLER) IS A LICENSED DEALER, PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	to a lien(s) as shown; howeled to a lien(s) as shown; howeled to a lien(s) as shown; howeled to a lien show the show that the lien show the lien show the lien show that the lien show that the lien show the lien show that the lien show the	E BY REGISTERED OW warrant ownership of the if any, properly noted on pe or Print): Address: DOMETER READING companying statements i	VNER (If Dealer vehicle described this certificate.	or, List License # Here: on this certificate to the property of the company of th	U-6026 following, subject only to the
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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

ALL	SELLEDS SIGNATURES ON	THIS DOCUMENT MUST BE SWORN TO BEFORE A NOT	ADV BUBLIC
224 1	SELLENS SIGNATURES ON	VINIS DOCUMENT WIGST BE SWORN TO BEFORE A NOT	ARY PUBLIC.
	EASSIGNMENT OF TITLE	BY LICENSED DEALER NUMBER:	
OKLAHOMA MOTOR VEHICLE \$3.50 PLYAX STAMP 14 2795425	Purchaser(s) Name (Type of Purchaser(s) Complete Ad	rant ownership of the vehicle described on this certificate to the operly noted on this certificate. or Print): Rock Hill Used Cars ddress: ice of Vehicle, Excluding Credit for Any Trade-in:	ne following, subject only to the liens
certify to the best of my	knowledge that the ODOMET of the accompanying statement	FER READING reflected on the vehicle's odometer and listed ints is checked:	below is the ACTUAL MILEAGE of
FXEM	PIT	1. The odometer has exceeded its mechanical limits.	
	(NO TENTHS)	2. The odometer reading is NOT the actual mileage. Wal	ning — Odometer Discrepancy
Signature of Seller(s):_	22 10	Printed Name of Seller(s):	KATIE LANTZ
Subscribed and Sworn to	Before me this 22 no	Day of November, 20 19	Notary Public Afficiate of Oklahon Commission Number 09004093
Notary Public:	w lang	Commission Expiration: May 8,3021	My Commission/Empires May 8, 20
Notarization re	equired only of seller's signa	ture(s). Affix notary seal/stamp to the right.	
Signature of Buyer(s):_		Printed Name of Buyer(s):	
F	EASSIGNMENT OF TITLE	BY LICENSED DEALER NUMBER:	
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	I/we hereby assign and war or encumbrances, if any, pro Purchaser(s) Name (Type	rrant ownership of the vehicle described on this certificate to tl operly noted on this certificate.	ne following, subject only to the liens
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AFFIDAVIT OF FACT

TO WHOM IT MAY CONCERN:

YEAR 2007 MAKE Dodge MODEL SO3
TITLE # 25/207026002B VIN # 3D7mx48cx7G723854
REASON FOR ERROR
Seller signed name incorrectly
Seller signed title in wrong area
Seller assigned title to himself/herself
Purchaser name misspelled. Should be
Address was placed in lien holder's section
Seller placed name in lien holder's section. Seller has no security interest on this vehicle.
Assignment was placed in re-assignment section
Sale between &never took place. NO FRAUD INTENDED.
Date of sale was recorded in error. Correct date of sale should read
_ OTHER Address on 1st assignment entered in error with
a Mark over Address should read-111 N. Mill Pryor, OK. 74361
DATE_11/22/19 SIGNATURE(WITNESS) Juda brull
Subscribed and sworn to me before this 33 day of Voycomber, 3019
My commission expires NOTARY
(SEAL) # 14007026 EXP. 08/07/22 X
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Case 4:20-cv-00959-BJ Document 101-2 Filed 08/30/21 Page 92 of 176 PageID 3493 STATE OF OKLAHOMA VEHICLE IDENTIFICATION NUMBER YEAR MAKE TITLE NO. 1FT8W3DT0FEA26911 2015 FORD 810006944313 BODY TYPE MODEL DATE ISSUED DATE 1st SOLD PK F350 23-May-2019 23-Jul-2014 AGENT NO. ODOMETER TYPE OF TITLE APPLICATION DATE M1612 22-May-2019 5666 Repo Actual DATE INS. NAME AND ADDRESS OF VEHICLE OWNER LOSS OR SALVAGE SOUTHWEST OKLAHOMA FCU 1806 NW LIBERTY AVE LAWTON OK 73507-5027 THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S): It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests. CONTROL NO. 47202686 (This is not a title number) ASSIGNMENT OF TITLE BY REGISTERED OWNER (If Dealer, List License # Here: IF REGISTERED I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate. OWNER (SELLER) IS A LICENSED DEALER. PLACE OKLAHOMA Purchaser(s) Name (Type or Print); MOTOR VEHICLE TAX Hate 30 East Sulphur Springs TX 75 182 STAMP HERE Actual Purchase Price of Vehicle: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's adometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits. eter reading is NOT the actual mileage. Warning Subscribed and Sworn to Before Stephanie R. Jarvis Notarization required only of seller's signature(s). Affix notary seal/stamp to the right. Signature of Buyer(s): Printed Name of Buyer(s):

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

	REASSIGNMENT OF TI	TLE BY LICENSED DEALER	NUMBER:	
PLACE OKLAHOMA		warrant ownership of the vehicle of properly noted on this certificate.		following, subject only to the lier
MOTOR VEHICLE TAX	14	pe or Print):		
STAMP HERE	Purchaser(s) Complete	Address:		
	Actual Purchase	Price of Vehicle, Excluding Cr	edit for Any Trade-in:	
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	(NO TENTHS		as exceeded its mechanical limits. ading is NOT the actual mileage.	Warning — Odometer Discrepar
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		ignature(s). Affix notary seal/sta Printed I	and the state of t	
signature of Buyer(s): _	THE RESERVE	Printed I	Name of Buyer(s):	
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	STA	ATE OF OK	LAHOMA		
VEHICLE IDENTIFICATION OF THE PK AGENT NO. M8812 NAME AND ADDRESS	MODEL RAM 2500 COLOR Silver	YEAR 2002 APPLICATION I 16-Dec-20	DATE	ATE 1st SOLD ODOMETER Exempt	TITLE NO. 810007855013 DATE ISSUED 17-Dec-2019 TYPE OF TITLE Original DATE INS. LOSS OR SALVAG
CHACO'S AUTO S 244 S QUADRUM OKLAHOMA CITY	DR				
THIS VEHICLE IS SUB.	ECT TO THE FOLLOWING	Lien(s):			
above which is subject to		the Oklahoma Fax Commiss, the vehicle may be subject	sion, the person nan 1 to other liens or s	ned hereon is the ov ecurity interests.	vner of the vehicle described
above which is subject t	o a lien(s) as shown; however, NO. 21	he Oklahoma Tax Commiss, the vehicle may be subject	sion, the person na t to other liens or s	ned hereon is the overcurity interests.	oner of the vehicle described

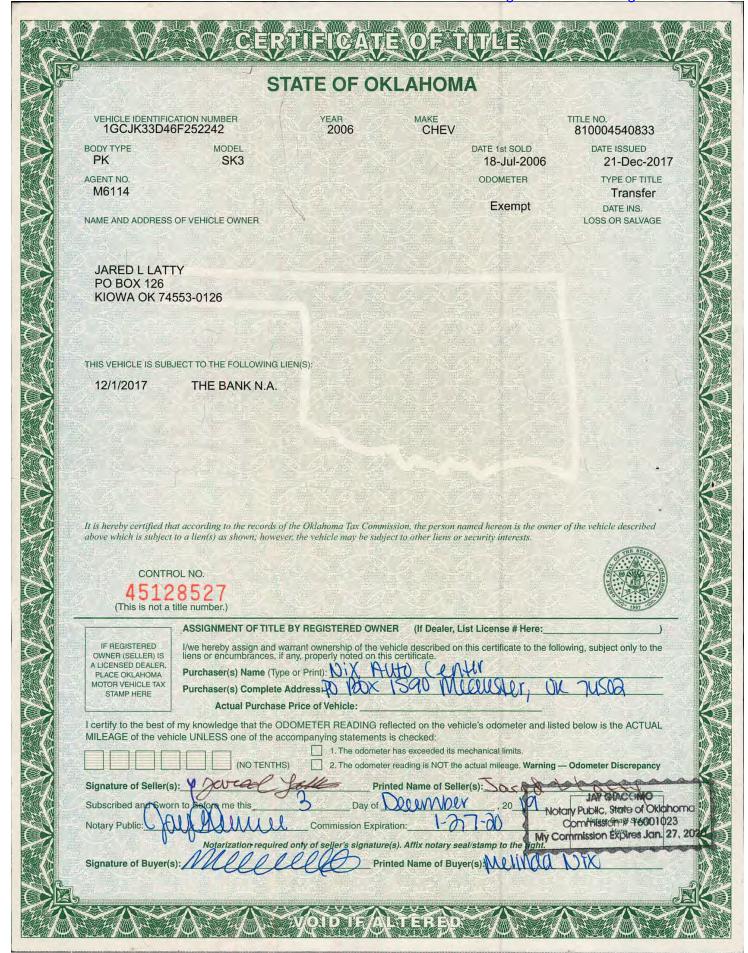
Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

	REASSIGNMENT OF TITLE	BY LICENSED DEALER	R NUMBER:	
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	or encumbrances, if any, pro Purchaser(s) Name (Type of Purchaser(s) Complete Add	perly noted on this certificate or Print): dress:		
he vehicle UNLESS one	y knowledge that the ODOMETE of the accompanying statement (NO TENTHS)	ts is checked: 1. The odometer h 2. The odometer r	has exceeded its mechanical limits eading is NOT the actual mileage.	Warning — Odometer Discrepar
ubscribed and Sworn t	o Before me this	Day of	, 20	Affix
otary Public:	C	ommission Expiration:		Notary Seal / Stamp
Notarization I	required only of seller's signat	ture(s). Affix notary seal/st	amp to the right.	Here
PLACE OKLAHOMA MOTOR VEHICLE TAX	or encumbrances, if any, pro	perly noted on this certificate		
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Ownership Transfer Information Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment. The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page. State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law. ALL SELLERS' SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC. REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER: I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate. PLACE OKLAHOMA Purchaser(s) Name (Type or Print): MOTOR VEHICLE TAX STAMP HERE Purchaser(s) Complete Address: 500 Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits. 2. The odometer reading is NOT the actual mileage. Warning --- Odometer Discrepancy Printed Name of Seller(s): W () \ V () Signature of Seller(s): Subscribed and Sworn to JAY GIACOMO AHIX Notary Public, State of Oklahörna Commission Expiration: Commission # 16001023 Notarization required only of seller's signature(s). Affix notary seal/stamp to the right. Commission Expires Jan. 27, 2020 Signature of Buyer(s): Printed Name of Buyer(s): REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER: I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate. PLACE OKLAHOMA MOTOR VEHICLE TAX Purchaser(s) Name (Type or Print): STAMP HERE Purchaser(s) Complete Address: Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTUAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits. (NO TENTHS) 2. The odometer reading is NOT the actual mileage. Warning - Odometer Discrepancy Signature of Seller(s): Printed Name of Seller(s): Subscribed and Sworn to Before me this_ Affix Notary Public: Commission Expiration: Notary Seal / Stamp Here Notarization required only of seller's signature(s). Affix notary seal/stamp to the right. Signature of Buyer(s): Printed Name of Buyer(s): LIENHOLDER INFORMATION Any active lien or encumbrance against this vehicle is to be described below. Any active lien reflected on the face of this certificate will carry forward to any subsequent Oklahoma title issued unless a proper release of lien has been executed. LIENHOLDER NAME: DATE OF LIEN: LIENHOLDER ADDRESS / CITY / STATE / ZIP:

OKLAHOMA TAX COMMISSION

LIEN HOLDERS RELEASE FORMS

L1924613344

VIN: 1GCJK33D46F252242

AGNT #: M6114

LIEN DEBTOR: LATTY, JARED L

LATTY, JARED L 367 CASON RD KIOWA OK 74553

LIEN HOLDER: THE BANK N.A.

THE BANK N.A. PO BOX 1067 MCALESTER OK 74502-1067

TO: OKLAHOMA TAX COMMISSION MOTOR VEHICLE DIVISION P.O. BOX 269061 **OKLAHOMA CITY OK 73126**

VEHYR: 2006

MAKE: CHEV LIEN DATE: 12/01/2017 MODEL: SK3

BODY: PK



REF#: L1924613344



TO WHOM IT MAY CONCERN: WE HAVE RELEASED OUR SECURITY INTEREST IN THE MOTOR VEHICLE DESCRIBED ABOVE, EFFECTIVE ON THE DATE WHICH APPEARS BY MY SIGNATURE. PLEASE REVISE YOUR RECORDS TO REFLECT THIS RELEASE. SIGNATURE OF REPRESENTATIVE OF SECURED PARTY

LENDER: TO ENSURE PROPER PROCESSING OF YOUR COMPLETED LIEN RELEASE, PLEASE NOTE THE FOLLOWING.

DO NOT ALTER THIS DOCUMENT

NO STAPLES

NO TAPE

NO FOREIGN FIXTURES OR ATTACHMENTS

NO WRITING OR MARKING (OTHER THAN SIGNATURE AND DATE FOR RELEASE)

DO NOT ALTER THE SIZE OF THIS DOCUMENT

WVD-10030 REV. 02/06 VEHICLE IDENTIFICATION NUMBER TYPE OF TITLE ORIGINAL ORIGINAL 13113703A60268	NAME OF THE PARTY
3D7TT2CT2BG511932 13113703A602683 PREVIOUS TITLE NUMBER AND STATE ST REG DATE OF ISSUE	AND THE PARTY OF T
110520GFE004911 NM 2011 04/23/2013	
YEAR MAKE MODEL BODY CYLS, DGVW WT./WHEELS TYPE OF FUEL LIENS	
2011 DODG RPC CW 08 8510 6232 GASOLINE 1	W
1st LIENHOLDER (OR OWNER(S) IF NO LIEN) LICENSE PLATE NUMBER(S) MEMBERS FINANCIAL FCU 825PKW	
PO BOX 9609 VEHICLE CLASS CLERK	M
MIDLAND TX 79708 TRUCK SLP	E
FILE DATE MATURITY DATE ODOMETER & CODE MH SIZE CNTY. 04/23/2013 06/26/2017 MH SIZE CNTY.	
REGISTERED OWNER(S)	
MUNOZ JESSE LOCATION OF MANUFACTURED HOME	
1106 E FIESTA	C
CARLSBAD NM 88220 ODOMETER CODES: AM = ACTUAL VEHIC MILEAGE FI = MILEAGE IN EXCESS	OLE OF
OPOMETER CODES: AM = ACTUAL VEHIC MILEAGE, EL = MILEAGE IN EXCESS MECHANICAL LIMITS OR NM = NOT ACTUAL MILEAGE: WARNING-ODOMETER DISCREPAN	AL CY
00000 NOT A TITLE N	
1960268	1
DO NOT CARRY IN VEHICLE - KEEP IN SAFE PLACE, IMPORTANT: THER MATURITY DATE MATURITY DATE MATURITY DATE AN ADDITIONAL STATUS CRY FEE FOR FAILURE FOR TRANSFER WITHIN 30 QAYS FEM, DATE OF SALE.	E IS PLY
DIRECTOR MVD	
I hereby certify, that interest in the vehicle described above on this Certificate of Title is hereby released. RELEASE Name of Members Financial FCU OF LIEN Lienholder: Date Date	5.12.2017
This Certificate of Title is evidence of legal ownership of the vehicle described above. Upon sale of this vehicle, this certific assigned below and presented by the purchaser to the Motor Vehicle Division for transfer. The Division is not responsible for statements made in connection with this Certificate of Title or held liable for recording errors.	ate must be properly or false or fraudulent
IMPORTANT: Buyer (except for dealer) must apply to the Motor Vehicle Division within 30 days for transfer of title and registration. Federal and state law requires the state the odometer mileage upon transfer of ownership. ANYONE CONVICTED OF A FALSE ODOMETER STATEMENT WILL BE SUBJECT TO FINES AND/OR IMPRI	seller (including dealers) to SONMENT.
ASSIGNMENT OF TITLE FOR THE EXACT AMOUNT OF \$ (we) hereby sell, assign,	TO THE PARTY OF TH
transfer and convey this	
Buyer's Name(s): Tate Ovanch Odge	
Address 119 S HVST Street Attesia NM 8840 the vehicle described on the front side of this Certificate of title and warrant it at time of delivery to be free of any liens or encumbrances unless s IF NO LIEN, WRITE WORD "NONE".	specified below.
Name & Address of LienholderNONE	- WWW
Lienholder No. (if any)File DateMaturity DateMaturity Date	(S) miles and that stated
ODOMETER DISCLOSURE STATEMENT: I (we) hereby certify that the ODOMETER READING of this vehicle is: 194357 (NO TENTH mileage is (check one of the following): A I the actual mileage OR B I Mileage in excess of mechanical limits OR C I NOT the actual mileage: WARNING-OD Signature(s) I X 1558 Muhot by Polyt	OMETER DISCREPANCY.
Signature(s) X X S. P. MUNOZ By HOLT Printed Name JESS MUNOZ By HOLT Printed Name Printed Name Printed Name	Annual Control of the
Signature(s) X AGT Printed Name Vivicent Salas AGT	
of Buyer(s) XPrinted Name	
NEWMEXICO MOTOR VEHICLE DIVISION	

Name & Address	nont side of the certific	cate of Title and warrant it at time of delivery to be free of any trens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE"
of Lienholder NON	JE.	
Lienholder No. (if any)	0.00	File DateMaturity Date
	RE STATEMENT: I (W	ve) hereby certify that the ODOMETER READING of this vehicle is 104 354 (NO TENTHS) miles and that stated mileage
is (check one of the followi	ing): A. The actual n	mileage OR B. 🗆 Mileage in excess of mechanical limits OR C. 🗆 NOT the actual mileage: WARNING ODOMETER DISCREPANCY.
Name of Dealership: Signature of	ate branch	Dodge
Authorized Agent X	1	Printed Name VIncout Salas
Buyer's Signature X	y re	Printed Name JQ HUKP
SECOND REASSIGNMENT BY	Y DEALER: FOR VALUE	RECEIVED, I hereby sell, reassign, transfer and convey this 28 day of Sept yr 2019 to
Buyer's Name(s): 17)	A DAWE	9+ HUT SOCIAS AR
Address: 210 the vehicle described on the		ate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE"
Name & Address of Lienholder:	Nune	
Lienholder No. (if any)		File Date Maturity Date
		re) hereby certify that the ODOMETER READING of this vehicle is 10 4334 (NO TENTHS) miles and that stated mileage willeage OR B. ☑ Mileage in excess of mechanical limits OR C. ☐ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.
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Signature of	o NA	TO 4.10
Authorized Agent X	Kull	Printed Name 15 G / P L/ A h
	DEALED TO	
Buyer's Name(s):	DEALER: FOR VALUE R	RECEIVED, I hereby, sell, reassign, transfer and convey this
Address:		
the vehicle described on the	front side of the Certifica	ate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE"
Name & Address		
of Lienholder: Lienholder No. (if any)		File DateMaturity Date
	RE STATEMENT: I (W	ve) hereby certify that the ODOMETER READING of this vehicle is 104,340 (NO TENTHS) miles and that stated mileage
		mileage OR B. 🗆 Mileage in excess of mechanical limits OR C. 🗆 NOT the actual mileage: WARNING ODOMETER DISCREPANCY.
Name of Dealership: Signature of	(/ N	
Authorized Agent X/	5 20	Way Printed Name K3/e WHY
Buyer's Signature X		Printed Name_
FOURTH REASSIGNMENT BY	DEALER: FOR VALUE	RECEIVED, I hereby sell, reassign, transfer and convey this
Buyer's Name(s): Address:		
	front side of the Gertifica	tate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD 'NONE'
Name & Address		
of Lienholder:		
Lienholder No. (if any)	DE STATEMENT, LAW	File Date Maturity Date
		re) hereby certify that the ODOMETER READING of this vehicle is
Name of Dealership:		
Signature of Authorized Agent X		Printed Name_
Buyer's Signature X		Printed Name_
FIFTH REASSIGNMENT BY D	DEALER: FOR VALUE RI	ECEIVED, I hereby sell, reassign, transfer and convey this
Buyer's Name(s):		
Address: the vehicle described on the	front side of the Certific	cate of Title and warrant it at time of delivery to be free of any liens or encumbrances unless specified below. IF NO LIEN, WRITE WORD "NONE"
The state of the s		TO THE WORLD WORLD WITH THE WORLD WORLD WITH THE WORLD
		The transfer of the second
	The state of the s	File DateMaturity Date
of Lienholder: Lienholder No. (if any)		The state of the s
of Lienholder: Lienholder No. (if any) ODOMETER DISCLOSUR	RE STATEMENT: I (w	re) hereby certify that the ODOMETER READING of this vehicle is
of Lienholder: Lienholder No. (if any) ODOMETER DISCLOSUM is (check one of the following)	RE STATEMENT: I (w. ng): A. ☐ The actual m	
of Lienholder Lienholder No. (if any) ODOMETER DISCLOSUF is (check one of the following Name of Dealership:	RE STATEMENT: I (w ng): A. □ The actual m	ve) hereby certify that the ODOMETER READING of this vehicle is (NO TENTHS) miles and that stated mileage on B. □ Mileage in excess of mechanical limits OR C. □ NOT the actual mileage: WARNING ODOMETER DISCREPANCY.
of Lienholder Lienholder No. (if any)	RE STATEMENT: I (w ng): A.⊟ The actual rr	re) hereby certify that the ODOMETER READING of this vehicle is (NO TENTHS) miles and that stated mileage on B. □ Mileage in excess of mechanical limits OR C. □ NOT the actual mileage: WARNING ODOMETER DISCREPANCY. Printed Name
of Lienholder. Lienholder No. (if any) ODOMETER DISCLOSUR is (check one of the following Name of Dealership: Signature of Authorized Agent X Buyer's Signature X	ing): A. □ The actual m	ve) hereby certify that the ODOMETER READING of this vehicle is (NOTENTHS) miles and that stated mileage mileage OR B. Mileage OR B. Mileage in excess of mechanical limits OR C. NOT the actual mileage: WARNING ODOMETER DISCREPANCY. Printed Name Printed Name
is (check one of the followi Name of Dealership: Signature of Authorized Agent X Buyer's Signature X SIXTH REASSIGNMENT BY I	ing): A. □ The actual m	re) hereby certify that the ODOMETER READING of this vehicle is (NO TENTHS) miles and that stated mileage on B. □ Mileage in excess of mechanical limits OR C. □ NOT the actual mileage: WARNING ODOMETER DISCREPANCY. Printed Name
of Lienholder. Lienholder No. (if any) ODOMETER DISCLOSUI is (check one of the followi Name of Dealership: Signature of Authorized Agent X Buyer's Signature X SIXTH REASSIGNMENT BY I Buyer's Name(s): Address:	ing): A. The actual m	Printed Name
of Lienholder. Lienholder No. (if any) ODOMETER DISCLOSUI is (check one of the followi Name of Dealership: Signature of Authorized Agent X Buyer's Signature X SIXTH REASSIGNMENT BY I Buyer's Name(s): Address:	ing): A. The actual m	ve) hereby certify that the ODOMETER READING of this vehicle is (NOTENTHS) miles and that stated mileage mileage OR B. Mileage OR B. Mileage in excess of mechanical limits OR C. NOT the actual mileage: WARNING ODOMETER DISCREPANCY. Printed Name Printed Name
of Lienholder. Lienholder No. (if any) ODOMETER DISCLOSUI is (check one of the followi Name of Dealership: Signature of Authorized Agent X Buyer's Signature X SIXTH REASSIGNMENT BY I Buyer's Name(s): Address: the vehicle described on the: Name & Address	ing): A. The actual m	Printed Name
of Lienholder. Lienholder No. (if any) ODOMETER DISCLOSUR is (check one of the followi Name of Dealership: Signature of Authorized Agent X Buyer's Signature X SIXTH REASSIGNMENT BY I Buyer's Name(s): Address: the vehicle described on the Name & Address of Lienholder.	ing): A. The actual m	Printed Name
of Lienholder. Lienholder No. (if any) ODOMETER DISCLOSUR is (check one of the followir Name of Dealership: Signature of Authorized Agent X Buyer's Signature X SIXTH REASSIGNMENT BY I Buyer's Name(s): Address: the vehicle described on the Name & Address of Lienholder. Lienholder No. (if any)	ng): A.□ The actual n DEALER: FOR VALUE R front side of the Certifica	Printed Name Print
of Lienholder. Lienholder No. (if any) DOOMETER DISCLOSUR Is (check one of the following Name of Dealership: Signature of Authorized Agent X Buyer's Signature X SIXTH REASSIGNMENT BY I Buyer's Name(s): Address: the vehicle described on the check of the c	DEALER: FOR VALUE RI	Printed Name
of Lienholder: Lienholder No. (if any) DDOMETER DISCLOSUR S (check one of the followin Name of Dealership: Signature of Authorized Agent X Buyer's Signature X Buyer's Name(s): Address: The vehicle described on the state of Lienholder No. (if any) DDOMETER DISCLOSUR S (check one of the followin Name of Dealership:	DEALER: FOR VALUE RI	hereby certify that the ODOMETER READING of this vehicle is
of Lienholder. Lienholder No. (if any) DOOMETER DISCLOSUR Is (check one of the following Name of Dealership: Signature of Authorized Agent X Buyer's Signature X SIXTH REASSIGNMENT BY I Buyer's Name(s): Address: the vehicle described on the check of the c	DEALER: FOR VALUE RI	hereby certify that the ODOMETER READING of this vehicle is

ANY ALTERATIONS OR ERASURES WILL VOID THIS TITLE

STK # A1038

CUST # 104170

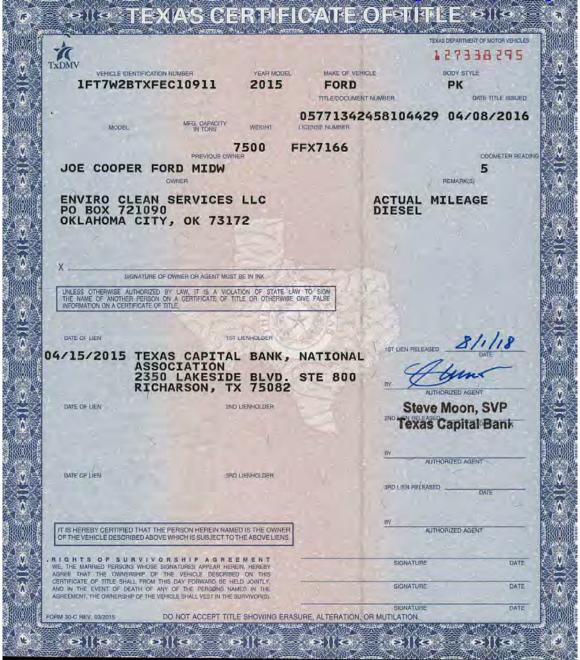
	POWER	ROFAT	TTOR	NEY	
TO DISC	LOSE MI	LEAGE	AND	ASSIGN	TITLE

10	DISCLOSE M	ILEAGE	AND ASSIGI	VIIILE	
This form may only be used by dealers at the title and be submitted to the New Me fines and/or imprisonment. Dealer must re	exico Motor Vehicle	Division or a	a duplicate title. pplicable state h	The original Power of aving jurisdiction. Fail	Attorney must accompany lure to do so may result in
Jessie Munoz Hernandez					
		TO A TOP			
APPOINT, (PRINT NAME OF ATTORN	EY-IN-FACT) Ta	te Branch I	Oodge Chrysler	Jeep	
919 South Fi	rst Street	Art	esia	NM	88210
WHOSE ADDRESS IS:	The Branches		City	State	Zip Code
AS MY ATTORNEY-IN-FACT TO D TITLE TO DEALER INDICATED BE THE VEHICLE IS SOLD AT RETAIL	LOW. THE POWE				
VEHICLE IDENTIFICATION NUMBER (VIN)					YEAR
3D7TT2CT2BG511932					2011
MAKE	MODEL			BODY TYPE	
Ram	2500			Crew Cab	4WD
	Health will be the				
	DOMETER D	ISCLOSI	JRE STATE	ЛENT	
I hereby certify that the od miles and to the best of n described above unless on limits (Code EL) or WA	ny knowledge r e of the followir	eflects th	ked:	lileage in excess	of mechanical
Printed Name of First So	eller	7	Signature of	f First Seller	Date
			Oignature o		
Printed Name of Second Seller (if J	oint Ownershin)	X	Signature of	Second Seller	Date
1106 E Fiesta Dr	our owners up)	Carlsb		NM	88210
Sellers Street Addres	s	Transition of	City	State	Zip Code
OFFICIAL SEAL SUPPLED ANISADA(Waryas) BE	EODE ME TIME	17th	DAY OF Ju	v	20 19
NOTARY PUBLIC-State of New Mex My Commission Expires 10 - 10			(x)		20
MY COMMISSION EXPIRES		740	TABY PUBLIC		
I certify that the mileage stated in the Certificate of Title.	this Power of Atto	orney Disc	osure is greate	r than the mileage	previously stated on
Tate Branch Dodge Chrysler Jee	p				07/17/2019
PRINT DEALERSHIP NAME WHITE COPY: New Mexico Motor V				THORIZED AGENT	The state of the s
WHITE COPY: New Mexico Motor V	enicle Division of appl	icable state na	wing jurisdiction. Y	ELLOW COPY: Seller	FINA COPY: Dealer

FORM NO. LAWNM-POA-CO (REV. 2/18)
The Reynolds and Reynolds Company TO ORDER: www.reysource.com; 1-800-344-0996; fax 1-800-531-9055

THE PRINTER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO CONTENT OR FITNESS FOR PURPOSE OF THIS FORM. CONSULT YOUR OWN LEGAL COUNSEL.

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	FEDERAL AND STATE LAW REQUIRES TO OWNERSHIP. FAILURE TO COMPLETE OR F	THAT YOU STATE THE ME	LEAGE IN CONNECTION	WITH THE TRA	ANSFER OF
ASSIGNMENT OF TITLE	The undersigned hereby certifies that the vehicle discribed in this Name of Purchaser I certify to the best of my knowledge that the odom I certify to the best of my knowledge that the odom I certify to the best of my knowledge that the odom I certify to the best of my knowledge that the odom I certification from the state of I am aware of the above odometer certification made	stree and clear of all liens, except as 519 130 E Street Street eter reading is the actual mileage 1. The mileage stated is in 2. The odometer reading is	s noted herein, and has been transferred SUPNUK SPK City of the vehicle unless one of the a excess of its mechanical limits and the actual mileage. WARNI TESSICA PO	State e following stateme .NG - ODOMETER D ame as signature)	zip nts is checked
	Signature of Buyer/Agent The undersigned hereby certifies that the vehicle described in this	Make to the country to the state of		ame as signature)	11.0
EALER ONLY	Name of Purchaser I certify to the best of my knowledge that the odom Date of Sale	Street eter reading is the actual mileage 1. The mileage stated is in	City	State e following stateme	Zip nts is checked
H H		Dealer's Name		ji to.	
FIRST	Agent's Signature I am aware of the above odometer certification mad Signature of Buyer/Agent	e by the seller/agent.		ame as signature) ame as signature)	V.
SECOND REASSIGNMENT DEALER ONLY	Name of Purchaser I certifies that the vehicle described in this Name of Purchaser I certify to the best of my knowledge that the odom ODOMETER READING (No Tordho) Sale	Street eter reading is the actual mileage 1. The mileage stated is in	City	State e following stateme	Zip nts is checker
- 4		Dealer's Name	The state of the s	E CONTRACT	THE REAL PROPERTY.
			Printed Name (s	ame as signature)	_
SECOND DE	Agent's Signature t am aware of the above odometer certification mad	e by the seller/agent.			
SECOND	t am aware of the above odometer certification mad Signature of Buyer/Agent		Printed Name (s	ame as signature)	
DEALER ONLY DE	I am aware of the above odometer certification mad	Street Street eter reading is the actual mileage 1. The mileage stated is in	Printed Name (s noted herein, and has been transferred City of the vehicle unless one of the excess of its mechanical limits and the actual mileage. WARNI	ame as signature) to the following printed r State e following stateme	Zip nts is checke

Case 4:20-cv-00959-BJ Document 101-2 Filed 08/30/21 Page 104 of 176 PageID 3505 TEXAS CERTIFICATE OF THEFE TEXAS DEPARTMENT OF MOTOR VEHICLES 108471172 VEHICLE IDENTIFICATION NUMBER YEAR MODEL MAKE OF VEHICLE BODY STYLE 3D7KR28C65G706682 2005 DODG PK Anchita TITLE/DOCUMENT NUMBER DATE TITLE ISSUED 24300241232104800 12/04/2012 LICENSE NUMBER MODEL WEIGHT 5500 EX76515 ODOMETER READING 153361 PRUITT FORD BURKBURNETT TX REMARK(S) TOMMY A GRUBER ACTUAL MILEAGE 1674 PETERSON RD N IOWA PARK, TX 76367 DIESEL SIGNATURE OF OWNER OR AGENT MUST BE IN INK UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFERMATION ON A CERTIFICATE OF TITLE. DATE OF LIEN 11/14/2012 WICHITA FALLS TEACHER FCU P 0 BOX 4516 WICHITA FALLS, TX 76308 DATE OF LIEN 2ND LIENHOLDER 2ND LIEN FELEASED _ AUTHORIZED AGENT DATE OF LIEN 3RD LIENHOLDER SRID LIEN RELEASED 111 IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER AUTHORIZED AGENT OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS RIG BTS OF SURVIVORSHIP AGREEMENT WE, THE MARRIED PERSONS WHOSE SIGNATURES APPEAR HERBIN, HERBBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBER ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY. SIGNATURE AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE EURVIVOR(S). DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION

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SIGN	ED APPLICATION FOR TITLE (FORM 130-U	ST ASSIGN AND FURNISH THIS TITLE, C INDICATING DATE OF SALE AND SALES ASSESSOR-COLLECTOR WITHIN 30 DAYS	PRICE TO THE PURCHASER WHO
▶,	FEDERAL AND STATE LAW REQUIRES TO OWNERSHIP. FAILURE TO COMPLETE OR P	HAT YOU STATE THE MILEAGE IN CONN ROVIDING A FALSE STATEMENT MAY RESUL	ECTION WITH THE TRANSFER OF T IN FINES AND/OR IMPRISONMENT.
1		title is free and clear of all liens, except as noted herein, and has bee	
ASSIGNMENT OF TITLE	ODOMETER READING (No Tenths) Date of Sale	by the seller/agent.	State Zip s one of the following statements is checked: unical limits.
-	Signature of Buyer/Agent		led Name (same as signature)
5	Kock Hell Used Cars	title is free and clear of all liens, except as noted herein, and has bee	en transferred to the following printed name and address:
REASSIGNMENT EALER ONLY	Name of Purchaser I certify to the best of my knowledge that the odome 1. Completies READING (No Tenths)	Street Street Street Street Street City Street City	inical limits.
ASS	Date of V15/20	Wichita Falls Ford Line, P43086	Dealer No.
EAL	Dea ?	Dealer's Name Jennife	r Burdette, Agent
FIRST	Agent's Signature I am aware of the above odometer certification made	Print	ed Name (same as signature)
	Signature of Buyer/Agent	Print	ed Name (same as signature)
SECOND REASSIGNMENT DEALER ONLY	Name of Purchaser	itile is free and clear of all liens, except as noted herein, and has bee Street City Her reading is the actual mileage of the vehicle unless 1. The mileage stated is in excess of its mecha 2. The odometer reading is not the actual mileage	State Zip s one of the following statements is chacked: unical limits.
EAL		Dealer's Name	
SECON	Agent's Signature I am aware of the above odometer certification made		ed Name (same as signature)
0,	Signature of Buyer/Agent	Print	ed Name (same as signature)
ENT	The undersigned hereby certifies that the vehicle described in this Name of Purchaser	little is free and clear of all liens, except as noted herein, and has bee	en transferred to the following printed name and æddress: State Zip
DEALER ONLY	I certify to the best of my knowledge that the odome ODOMETER READING (No Tenths)	ater reading is the actual mileage of the vehicle unless 1. The mileage stated is in excess of its mecha 2. The odometer reading is not the actual mileage	s one of the following statements is checked: inical limits.
FR	Date of Sale		Dealer No.
EAL		Dealer's Name	
THIRD	Agent's Signature I am aware of the above odometer certification made		ed Name (same as signature)
	Signature of Buyer/Agent	Print	ed Name (same as signature)
200	Signature of Buyer/Agent		

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		State	of Texas			
1	Power of Attorney f					
l Feat	eral and state law require that you state the mileage upon trans statement or failure of the person granted the powe	fer of ownership	o. This form may only	be used when title is h	eld by lienholder o	r is lost. Providing a false
Vel	nicle Description	or accornicy to	Submit this form to	the State may result in	inies and/or impris	onnen.
Vehic	le Identification Number		Year	Make	Body Style	Model
	3D7 KR28 Clos G 7040	.82	2005	Dodge	PK	2500
Par	t A. Power of Attorney to Transfer Owner	ship and to	o Disclose Mil	eage		
	First Name (or Entity Name)	_Middle N		Last Name		Suffix (if any)
o o	Johnny A	Grut	20			
nsfer	Entity's Authorized Agent First Name (if applicable)	Middle N	ame	Last Name		Suffix (if any)
Transferor	10					
	Address N. 24 Potecon Dd	City	alla Par	State	7121,7	Zip
	First Name (or Entity Name) Wichita Falls Ford Li	nacimiddle N	ame	Last Name	1000	Suffix (if any)
ee l	VVICNITA FAIIS FOR LI	IICOIII		205 Hame		Santa (ii any)
sfere	Entity's Authorized Agent Name (First, Middle, Last, Suffix) (if	applicable)	Jennifer Burde	ette Agent	Dealer License	e Number (if applicable)
an	Address of Control of		Jennier Durde		143	080
	Address 5401 Kell Blvd, Wichita Falls, Tx 76310	City		State		Zip
I, the	transferor listed above, appoint the transferee listed above as	my attorney-in-	fact, to complete all	ocuments necessary to	transfer and discl	ose the mileage on the
title f	for the vehicle described above exactly as stated in the following	g disclosure. I, t	he transferor, certify	to the best of my know	vledge the odomet	er reading is the actual
milea	age of the vehicle unless one of the statements below is checked	Odomete	r Reading (no tenths)			
		24	3078	Alter Man District		DOMETER DISCREPANCY)
	n 0 1		I am aware of th	e odometer certificatio	n made by the tran	sferor/agent (seller).
X	don Julier 1	10/20	Levo	7_		110/20
	ature of Transferor/Agent (Seller) Date			sferee/Agent (Purchas		te
Par	t B. Power of Attorney to Review Title Do	cuments a	nd Acknowled	dge Disclosure -	- if applicable	(requires Part A)
a)	First Name (or Entity Name)	Middle N	ame	Last Name		Suffix (if any)
ree					建	
Isfe	Entity's Authorized Agent First Name (if applicable)	Middle Na	ame	Last Name		Suffix (if any)
Transferee	Address	City		State		Zip
						Z.Ip
	Dealership Name	J. Charles	THE PERSON	- 1 to 1	Dealer License	Number
Transferor			- 10			
ısfe	Authorized Agent First Name	Middle N	ame	Last Name		Suffix (if any)
ransi	Address	City		State		Zip
-						
I, the	transferee listed above, appoint the transferor listed above as	my attorney-in-	fact, to complete all o	documents necessary to	transfer and disclo	ose the mileage on the
milea	or the vehicle described above exactly as stated in the following ge of the vehicle unless one of the statements below is checked		he transferor, certify Reading (no tenths)			and the property of the property of
		Odomete	Reading (no tentis)	☐ Mileage Exceed		DOMETER DISCREPANCY)
			I am aware of the	e odometer certification		the residence of the later of t
Sign	ature of Transferor/Agent (Seller) Date		Signature of Tran	nsferee/Agent (Purchas	er) Dat	te
Par	t C. Dealership Certification (Part B Transf	eror) Por	all less	ACCOUNT OF THE PARTY OF THE PAR		
	ership Name	erory - Rec	quired and valle	only if Parts A a	Dealer License	Number
					Dealer Licerise	. Hallinger
Autho	orized Agent First Name	Middle Na	ame	Last Name	7715	Suffix (if any)
0.00					THE STATE OF THE S	
Addre	ess	City		State		Zip
I, the	individual listed above exercising powers of attorney, hereby ce	ertify that the m	ileage I have disclose	d on the title documen	t is consistent with	the mileage provided to
me in	this power of attorney. Further, upon examination of the title a	and any reassign	ment documents for	the vehicle described a	above, the mileage	disclosure I have made
on the	e title pursuant to the power of attorney is greater than that pro	eviously stated of	on the title and reass	ignment documents. Ti	nis certification is n	ot intended to create,
nor d	oes it create, any new or additional liability under federal or sta	te law.				
Sign	ature of Transferor/Agent	Printed Nor	ne (Same as Signatur	a)	D-4	
			T IS VOID IF ALT		319	
55						
			12222	0 0 0 0 0 0 0	99999	9999998

Information

Federal law specifies a motor vehicle is subject to odometer disclosure when it is self-propelled, less than 10 years old, and has a gross vehicle weight of 16,000 pounds or less. United States Code of Federal Regulations, Title 49, Part 580, provides the rules relative to the Truth in Mileage Act, which dictates when use of a power of attorney is permissible in conjunction with odometer disclosure. Further, federal law requires the odometer disclosure for used vehicles to be made on a certificate of title or a secure power of attorney. Federal law specifies use of a power of attorney is strictly limited to when the title is lost or held by a lienholder, and the only acceptable power of attorney is a secure power of attorney issued by the state. The Power of Attorney for Transfer of Ownership to a Motor Vehicle (Form VTR-271-A) is the only acceptable secure power of attorney issued by the State of Texas.

Form VTR-271-A can only be used when the title is lost or held by a lienholder. Proper use of Form VTR-271-A consists of completing Part A when transferring a motor vehicle. Parts B and C may only be used by a licensed motor vehicle dealer. If the motor vehicle is transferred by a licensed motor vehicle dealer and the certificate of title is still held by a lienholder, Parts B and C must be completed. If the certificate of title is not held by a lienholder, Parts B and C cannot be used; instead, a certified copy of title (or duplicate title) must be obtained prior to subsequent transfer, and the subsequent purchaser is required to acknowledge the odometer on the certified copy of title (or duplicate title).

If the transferor (owner listed on the title who is selling, donating, gifting, trading, etc.) or transferee (person/entity taking ownership) is unable to complete this form, only a general power of attorney may be used to complete this form for the transferor or transferee. A limited power of attorney cannot be used to complete this form on someone else's behalf. If the transferee or transferor is not an individual, but rather an entity or trust, an agent of that entity or a trustee must complete this form.

Unauthorized printing or reproduction of this document is prohibited. Photocopies may be made only as a completed document for record-keeping purposes by the parties named herein.

Instructions

Part A is required to be completed by both the transferor (owner listed on the title who is selling, donating, gifting, trading, etc.) and the transferee (person/entity taking ownership) if the title is lost or held by a lienholder. All signatures must be original signatures. It is strongly advised the duplicate power of attorney also contain original signatures.

Upon obtaining the certificate of title or certified copy of title, the transferee in Part A must complete the "assignment of title" and
odometer disclosure on the certificate of title or certified copy of title. Any transferee, other than a licensed motor vehicle dealer,
is then required to obtain a certificate of title in the name of the transferee supported by this power of attorney.

Part B may only be used by a licensed motor vehicle dealer. Further, Part B may only be used if the motor vehicle is transferred while the certificate of title is <a href="height: height: he

Upon securing the certificate of title, the licensed motor vehicle dealer must complete the "assignment of title" (as recorded in Part A) and "first reassignment" (as recorded in Part B).

Part C must be completed by the licensed motor vehicle dealer if both Parts A and B are completed after the licensed motor vehicle dealer has transferred the assignment (from Part A) and the reassignment (from Part B) to the certificate of title. Part C must not be completed if Part B is not used.

Returning this Power of Attorney

Federal law requires this power of attorney be returned to the issuing state. This can be accomplished as follows:

- When the vehicle is sold to a Texas retail purchaser, the original power of attorney with original signatures must accompany the purchaser's application for Texas title. Dealers are required to maintain the duplicate power of attorney and a copy of the front and back of the certificate of title for five years in accordance with 49 C.F.R. §580.8. Other individuals or entities are not subject to a retention requirement but are encouraged to maintain the duplicate power of attorney and a copy of the front and back of the certificate of title.
- When the vehicle is sold to any dealer (Texas or out of state) or an out of state purchaser, the original power of attorney with
 original signatures must accompany the title transaction. The duplicate power of attorney and a copy of the front and back of the
 certificate of title shall be returned by the individual or entity granted power of attorney in Part A (and Part B, if applicable) to:

Texas Department of Motor Vehicles Vehicle Titles and Registration Division P.O. Box 26470 Austin, TX 78755-0470

	ST	TATE OF O	KLAHON	ЛА	
VEHICLE IDENTIFICA 2FMDA5148TBE BODY TYPE SV AGENT NO.		YEAR 1996 APPLICAT	FORD TION DATE	DATE 1st SOLD ODOMETER	TITLE NO. 810006996409 DATE ISSUED 14-Jun-2019 TYPE OF TITLE
M8832 NAME AND ADDRESS (OF VEHICLE OWNER	13-Jun	-2019	Exempt	Original DATE INS. LOSS OR SALVAGE
MAINER FORD PO BOX 834 OKARCHE OK 73	762-0834				
THIS VEHICLE IS SUBJI	ECT TO THE FOLLOWING	G LIEN(S):			
It is hereby certified that above which is subject to	according to the records of a lien(s) as shown; howev	of the Oklahoma Tax Con ver, the vehicle may be su	nmission, the person abject to other liens	named hereon is the over	wner of the vehicle described
h is hereby certified that above which is subject to CONTROL 472881 (This is not a title	NO.	of the Oklahoma Tax Con ver, the vehicle may be su	nmission, the person abject to other liens	named hereon is the or or security interests.	wner of the vehicle described
CONTROL 472881 (This is not a title	NO. 10 enumber) ASSIGNMENT OF TITLE	BY REGISTERED OW. arrant ownership of the any, properly inted on	NER (If Dealer, vehicle described of	or security interests. List License # Here:	1132
CONTROL 472881 (This is not a title OKLAHOMA MOTOR VEHICLE 13.50 2598505	NO. 10 ASSIGNMENT OF TITLE I/we hereby assign and wilens or encumbrances, if Purchaser(s) Name (Typ Purchaser(s) Complete Actual Purchase I	BY REGISTERED OW. arrant ownership of the any, properly inted on the or Print): 100 kAddress: 549 I	NER (If Dealer, vehicle described of this certificate.	List License # Here: on this certificate to the Sed Cars Sulphur	UD2133 e following, subject only to the springs TX 7500
CONTROL 472881 (This is not a title OKLAHOMA MOTOR VEHICLE 2598505 I certify to the best of receiving the control of the certify to the best of receiving the certification of the cert	NO. 10 ASSIGNMENT OF TITLE I/we hereby assign and wilens or encumbrances, if Purchaser(s) Name (Typ Purchaser(s) Complete Actual Purchase I	BY REGISTERED OW. arrant ownership of the any, properly pited on the arrant ownership of the arrant ownership. BY REGISTERED OW. BY REGISTERED O	NER (If Dealer, vehicle described of this certificate. -30 East reflected on the vesis checked: eter has exceeded its	List License # Here: on this certificate to the Sed Cars Sulphur whicle's odometer and as mechanical limits.	UD2133
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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

	ALASSIGNWENT OF TITLE BY LIC	CENSED DEALER N	IUMBER:					
DI ACE OVI AUGUA	I/we hereby assign and warrant owne or encumbrances, if any, properly not	ership of the vehicle desited on this certificate.	scribed on this certificate to the	following, subject only to the lie				
PLACE OKLAHOMA MOTOR VEHICLE TAX	Purchaser(s) Name (Type or Print):							
STAMP HERE	Purchaser(s) Complete Address:							
	Actual Purchase Price of Ve		dit for Any Trade-in:					
	y knowledge that the ODOMETER READ e of the accompanying statements is chec	cked:						
	(NO TENTHS)	2. The odometer read		Warning — Odometer Discrepa				
Signature of Seller(s):		Printed Nar	ne of Seller(s):	V 4 - 4 - 2 - 1 - 1 - 1				
	to Before me this			Affix				
Notary Public:	Commission	on Expiration:		Notary Seal / Stamp				
Notarization	required only of seller's signature(s).	Affix notary seal/stan	np to the right.	Here				
Signature of Buyer(s):		Printed Na	me of Buyer(s):					
PLACE OKLAHOMA	or encumbrances, if any, properly not Purchaser(s) Name (Type or Print):							
MOTOR VEHICLE TAX STAMP HERE	The second secon							
	Purchaser(s) Complete Address: Actual Purchase Price of Ve							
STAMP HERE	Purchaser(s) Complete Address: Actual Purchase Price of Vel y knowledge that the ODOMETER READ e of the accompanying statements is chec	thicle, Excluding Cred ING reflected on the vecked: 1. The odometer has	lit for Any Trade-in: chicle's odometer and listed belexceeded its mechanical limits.	ow is the ACTUAL MILEAGE of				
certify to the best of me vehicle UNLESS on	Purchaser(s) Complete Address:	ING reflected on the vecked: 1. The odometer has 2. The odometer read	thicle's odometer and listed bel exceeded its mechanical limits.					
certify to the best of me vehicle UNLESS on the second signature of Seller(s):	Purchaser(s) Complete Address:	ING reflected on the vecked: 1. The odometer has 2. The odometer reachers and the printed Narrowski.	thicle's odometer and listed bel exceeded its mechanical limits. ding is NOT the actual mileage.	ow is the ACTUAL MILEAGE of Warning — Odometer Discrepa				
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	ST	ATE OF OKLAHO	MA	
VEHICLE IDENTIFIC 1N4BA41E460 BODY TYPE		YEAR MAKE 2006 NISS	DATE 1st SOLD	810007013704 DATE ISSUED
SD AGENT NO.	MAXIMA	APPLICATION DATE	ODOMETER	21-Jun-2019
M8832	S OF VEHICLE OWNER	20-Jun-2019	Exempt	Original DATE INS. LOSS OR SALVAGE
NAME AND ADDRESS	S OF VEHICLE OWNER			LUSS ON SALVAGE
MAINER FORD PO BOX 834 OKARCHE OK				
THIS VEHICLE IS SUI	BJECT TO THE FOLLOWING	G LIEN(S):		
It is hereby certified it	hat according to the records o	f the Oklahoma Tax Commission, the pers	on named hereon is the o	wner of the vehicle described
above which is subject	t to a lien(s) as shown; howev	f the Oklahoma Tax Commission, the perse er, the vehicle may be subject to other lien	on named hereon is the o is or security interests.	wner of the vehicle described
control 47316	1 to a lien(s) as shown; howev. OL NO. 5 2 1 9	f the Oklahoma Tax Commission, the perset, the vehicle may be subject to other lies	on named hereon is the o is or security interests.	wner of the vehicle described
CONTRO 47316 (This is not a t	OL NO. 6 2 1 9 title number)	er, the vehicle may be subject to other lien	on named hereon is the o is or security interests.	The state of the s
control 47316	OL NO. 6219 title number) ASSIGNMENT OF TITLE I/we hereby assign and w.	BY REGISTERED OWNER (If Deale	r, List License # Here:	UD2133
CONTRO 47316 (This is not a t	OL NO. 6219 title number) ASSIGNMENT OF TITLE I/we hereby assign and w. liens or encumbrances, if Purchaser(s) Name (Typ Purchaser(s) Complete	BY REGISTERED OWNER (If Deale arrant ownership of the vehicle described any, properly ofted on this certificate. The or Print): NOCK Hill USED Address: 549 I-30 East	er, List License # Here: d on this certificate to the Cars	UD2133
CONTRO 47316 (This is not a the street of	OL NO. 5 2 1 9 title number) ASSIGNMENT OF TITLE I/we hereby assign and w. liens or encumbrances, if Purchaser(s) Name (Typ Purchaser(s) Complete Actual Purchase I	BY REGISTERED OWNER (If Deale arrant ownership of the vehicle described any, properly ofted on this certificate. The or Print): NOCK Hill USED Address: 549 I-30 East	er, List License # Here: d on this certificate to the Cars Sulphur Sp	UD2133) e following, subject only to the
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Federal and state law requires that the odometer reading and its accuracy, be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

	REASSIGNMENT OF TITLE BY LICENSED DEALER NUMBER:					
PLACE OKLAHOMA	I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the lier or encumbrances, if any, properly noted on this certificate.					
MOTOR VEHICEE TAX	Purchaser(s) Name (Type or Print):					
STAMP HERE	Purchaser(s) Complete Address:					
	Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in	V: 4-9				
	y knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed be e of the accompanying statements is checked:	elow is the ACTUAL MILEAGE of				
	1. The odometer has exceeded its mechanical limits 2. The odometer reading is NOT the actual mileage					
	Printed Name of Seller(s):					
	to Before me this Day of, 20	Affix				
otary Public:	Commission Expiration:	Notary Seal / Stamp				
Notarization r	required only of seller's signature(s). Affix notary seal/stamp to the right.	Here				
signature of Bwyer(s):	Printed Name of Buyer(s):					
And the second						
PLACE OKLAHOMA MOTOR VEHICLE TAX	or encumbrances, if any, properly noted on this certificate.					
STAMP HERE	Purchaser(s) Name (Type or Print): Purchaser(s) Complete Address:					
STAMP HEFE certify to the best of my	Purchaser(s) Complete Address Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in: y knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed be of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits	elow is the ACTUAL MILEAGE of				
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I certify to the best of my the vehicle UNLESS one. Signature of Seller(s): Subscribed and Sworn to Notary Public: Notarization in Signature of Buyer(s):	Purchaser(s) Complete Address: Actual Purchase Price of Vehicle, Excluding Credit for Any Trade-in: y knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed be e of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits (NO TENTHS) 2. The odometer reading is NOT the actual mileage Printed Name of Seller(s): Commission Expiration: required only of seller's signature(s). Affix notary seal/stamp to the right. Printed Name of Buyer(s): LIENHOLDER INFORMATION Inbrance against this vehicle is to be described below. Any active lien reflected on the face of thoma title issued unless a proper release of lien has been executed.	elow is the ACTUAL MILEAGE of S Warning — Odometer Discrepar Affix Notary Seal / Stamp Here				

	S	TATE OF O	KLAHON	ЛА	
VEHICLE IDENTIFIC 1FTWW33R09	CATION NUMBER DEA44875	YEAR 2009	MAKE FORD		TITLE NO. 810007133215
BODY TYPE CW	MODEL F3D			DATE 1st SOLD	DATE ISSUED 03-Jul-2019
AGENT NO. M6911	COLOR Gray	APPLICAT 02-Jul-	ION DATE	ODOMETER	TYPE OF TITLE Original
NAME AND ADDRESS	S OF VEHICLE OWNER			Exempt	DATE INS. LOSS OR SALVAGI
BEST TOWING 502 S 7TH ST DUNCAN OK 73	& RECOVERY LLC 3533-5123				
THIS VEHICLE IS SUE	SJECT TO THE FOLLOWIN	NG LIEN(S):			
It is hereby certified th	nat according to the records	s of the Oklahoma Tax Con	mission, the person	named hereon is the o	wner of the vehicle described
above which is subject	to a tien(s) as shown; howe	s of the Oklahoma Tex Con ever, the vehicle may be su	mission, the person bject to other liens	named hereon is the or or security interests.	wner of the vehicle described
It is hereby certified the above which is subject CONTRO	to a tien(s) as shown; howed	s of the Oklahoma Tax Con ever, the vehicle may be su	mission, the person bject to other liens	named hereon is the or or security interests.	wner of the vehicle described
CONTRO	DL NO.	s of the Oklahoma Tax Con ever, the vehicle may be su	mission, the person bject to other liens	named hereon is the or or security interests.	wner of the vehicle described
CONTRO 47363	DL NO. 8631 itle number) ASSIGNMENT OF TITLE	E BY REGISTERED OWI	NER (If Dealer,	or security interests. List License # Here;	UD)
CONTRO 47363 (This is not a t	DL NO. B 6 3 1 ittle number) ASSIGNMENT OF TITL I/we hereby assign and liens or encumbrances,	E BY REGISTERED OWI warrant ownership of the if any, properly noted on the contract of the con	NER (If Dealer, vehicle described ohis certificate.	List License # Here:	UD)
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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

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VEHICLE IDENTIFIC 1FTNW21F428	EA89984	YEAR 2002	MAKE FORD		TITLE NO. 810006533852
PK PK	F2S			DATE 1st SOLD	10-Apr-2019
M8804			TION DATE	ODOMETER	TYPE OF TITLE Original
NAME AND ADDRESS	S OF VEHICLE OWNER			Exempt	DATE INS. LOSS OR SALVAG
KEVIN VANZAN PO BOX 1384 MUSTANG OK 7					
THIS VEHICLE IS SUE	BJECT TO THE FOLLOWIN	IG LIE⊠(S):			
It is hereby certified the above which is subject	hat according to the records to a lien(s) as shown: howe	of the Oklahoma Tax Co	ommission, the person	named hereon is the	owner of the vehicle described
It is hereby certified the above which is subject	hat according to the records to a lien(s) as shown; howe	of the @klahoma Tax Co ver, th€ vehicle may be s	ommission, the person subject to other liens	named hereon is the or or security interests.	owner of the vehicle described
above which is subject	t to a lien(s) as shown; howe	of the @klahoma Tax Co ver, the vehicle may be s	ommission, the person subject to other liens	t named hereon is the or security interests.	owner of the vehicle described
above which is subject	t to a lien(s) as shown; howe	of the Oklahoma Tax Co ver, the vehicle may be s	ommission, the person subject to other liens	named hereon is the or or security interests.	owner of the vehicle described
CONTRO 47022 (This is not a t	to a lien(s) as shown; hower DL NO. 872 ittle number) ASSIGNMENT OF TITLE	ver, th∈ vehicle may be :	subject to other liens WNER (If Dealer,	or security interests.	HEOT
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CONTRO 47022 (This is not a t IF REGISTERED OWNER (SELLER) IS A LICENSED DEALER, PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	DL NO. 8 7 2 itle number) ASSIGNMENT OF TITLE I/we hereby assign and v liens or encumbrances, if Purchaser(s) Name (Ty Purchaser(s) Complete Actual Purchase	E BY REGISTERED OV warrant somership of the fany, properly noted or pe or Frinty Address: Price of Vehicle:	WNER (If Dealer, e vehicle described of this certificate)	List License # Here on this certificate to the	HEOT
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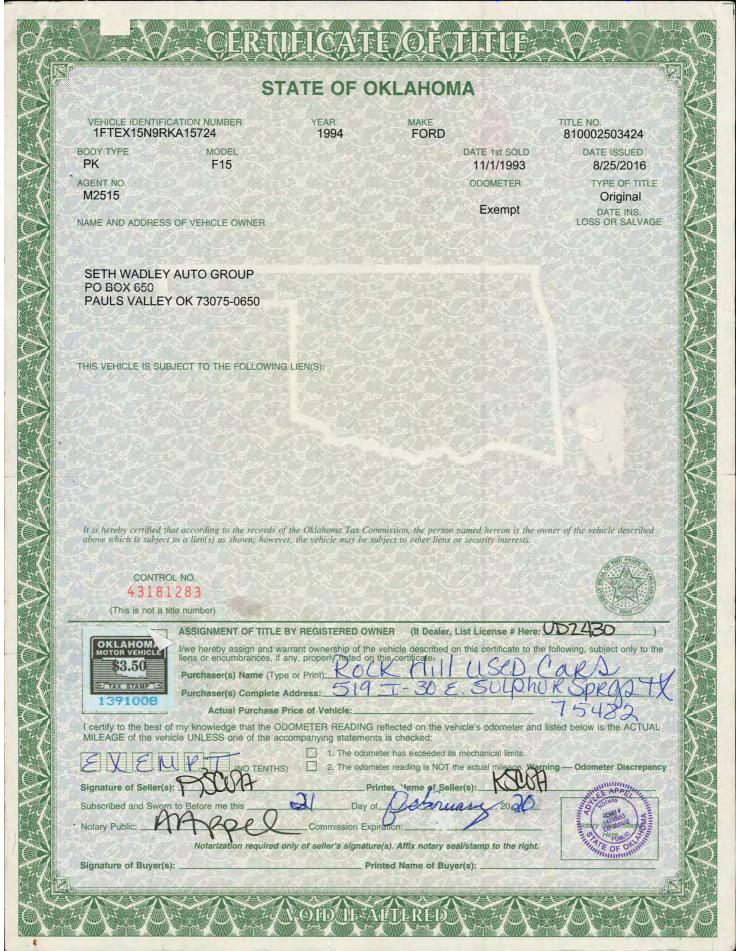
Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

	REASSIGNMENT OF TITLE	BY LICENSED DEALE	ER NUMBER:					
DI ACT OF MONE	I/we hereby assign and warr or encumbrances, if any, pro	rant ownership of the vehicle	e described on this certificate to the	e following, subject only to the lie				
PLACE OKLAHOMA MOTOR VEHICLE TAX	Purchaser(s) Name (Type or Print):							
STAMP HERE	Purchaser(s) Complete Ad							
			Credit for Any Trade-in:					
certify to the best of my	knowledge that the ODOMETE of the accompanying statemen	ER READING reflected on that is checked:	ne vehicle's odometer and listed be	elow is the ACTUAL MILEAGE of				
	(NO TENTHS)	2. The odometer	r has exceeded its mechanical limits r reading is NOT the actual mileage.	Warning — Odometer Discrepa				
ignature of Seller(s):		Printed	Name of Seller(s):					
ubscribed and Sworn to	o Before me this	Day of	, 20	Affix				
otary Public:	c	Commission Expiration:		Notary Seal / Stamp				
Notarization r	equired only of seller's signa	ature(s). Affix notary seal/	stamp to the right.	Here				
ignature of Buyer(s):		Printed	d Name of Buyer(s):					
PLACE OKLAHOMA	or encumbrances, if any, pro	rant ownership of the vehicle operly noted on this certifica	e described on this certificate to the					
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE certify to the best of my	I/we hereby assign and warr or encumbrances, if any, pro Purchaser(s) Name (Type of Purchaser(s) Complete Ad Actual Purchase Pri	rant ownership of the vehicle operly noted on this certification or Print): ddress: ice of Vehicle, Excluding ER READING reflected on this is checked:	e described on this certificate to the te.	flow is the ACTUAL MILEAGE of				
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Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

R	EASSIGNMENT OF T	TITLE BY LICENSED DEALER N	NUMBER:	
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE	or encumbrances, if an Purchaser(s) Name (7 Purchaser(s) Comple	d warrant ownership of the vehicle dealy, properly noted on this certificate. Type or Print): te Address: se Price of Vehicle, Excluding Cred		
he vehicle UNLESS one	of the accompanying stat		exceeded its mechanical limits.	Warning — Odometer Discrepar
		Day of		Affix
Notarization re	equired only of seller's	Commission Expiration:signature(s). Affix notary seal/stan	np to the right.	Notary Seal / Stamp Here
ignature of Buyer(s):_		Printed Na	me of Buyer(s):	
PLACE OKLAHOMA	or encumbrances, if an	d warrant ownership of the vehicle dea ny, properly noted on this certificate.		following, subject only to the lier
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STATE OF OKLAHOMA VEHICLE IDENTIFICATION NUMBER YEAR MAKE TITLE NO 1FDXE4FSXFDA07194 2015 FORD 810008029229 DATE 1st SOLD DATE ISSUED **ECONOLINE** 12-Feb-2020 AGENT NO TYPE OF TITLE COLOR **ODOMETER** APPLICATION DATE M5116 White 11-Feb-2020 96604 Original DATE INS. LOSS OR SALVAGE Actual NAME AND ADDRESS OF VEHICLE OWNER TOMMY NIX AUTO GROUP LLC PO BOX 1736 **TAHLEQUAH OK 74465-1736** THIS VEHICLE IS SUBJECT TO THE FOLLOWING LIEN(S): It is hereby certified that according to the records of the Oklahoma Tax Commission, the person named hereon is the owner of the vehicle described above which is subject to a lien(s) as shown; however, the vehicle may be subject to other liens or security interests. CONTROL NO. 48244734 (This is not a title number) (If Dealer, List License # Here: UD2804 OKLAHOMA MOTOR VEHICLE ASSIGNMENT OF TITLE BY REGISTERED OWNER I/we hereby assign and warrant ownership of the vehicle described on this certificate to the following, subject only to the liens or encumbrances, if any, properly noted on this certificate. \$3.50 Purchaser(s) Name (Type or Print): TAX STAMP Purchaser(s) Complete Address: 2903751 Actual Purchase Price of Vehicle: I certify to the best of my knowledge that the ODOMETER READING reflected on the vehicle's odometer and listed below is the ACTLAL MILEAGE of the vehicle UNLESS one of the accompanying statements is checked: 1. The odometer has exceeded its mechanical limits 2. The odometer reading is NOT the actual mileage. Warning — Odometer Discrepancy BRITTANY SCHNITZER Subscribed and Sworn to Before ary PublictioState of Oklahoma Commission Expiration Poril 25 Commission #105 03835 Commission Expires 04-25-202 ization required only of seller's signature(s). Affix notary seal/stamp to the ri Signature of Buyer(s): Printed Name of Buver(s):

Federal and state law requires that the odometer reading and its accuracy be disclosed upon every transfer of ownership of a motor vehicle unless otherwise exempted. Failure to complete or providing false information may result in fines and/or imprisonment.

The presence of any lien or encumbrance on this vehicle is to be so noted where indicated on the bottom of this page.

State law requires a transfer of ownership to be completed within thirty (30) days of acquiring ownership. Failure to do so subjects the owner or possessor to the assessment of delinquent penalties, as provided by law.

ALL SELLERS SIGNATURES ON THIS DOCUMENT MUST BE SWORN TO BEFORE A NOTARY PUBLIC.

	REASSIGNMENT OF TITLE	E BY LICI	ENSED DEALER	NUMBER:			
100	1						
PLACE OKLAHOMA	I/we hereby assign and war or encumbrances, if any, pr			scribed on this certificate to th	e following, subject	only to the lien	
MOTOR VEHICLE TAX STAMP HERE	Purchaser(s) Name (Type or Print):						
	Purchaser(s) Complete Address:						
				dit for Any Trade-in:			
I certify to the best of my the vehicle UNLESS one	I knowledge that the ODOMET of the accompanying statement	ER READIN	NG reflected on the v	ehicle's odometer and listed be	elow is the ACTUAL	MILEAGE of	
	(NO TENTHS)		2. The odometer rea	s exceeded its mechanical limits ding is NOT the actual mileage.	Warning — Odome	eter Discrepan	
Signature of Seller(s):_			Printed Na	me of Seller(s):			
Subscribed and Sworn to	Before me this		Day of	, 20		AM	
Notary Public:		Commission	n Expiration:		Notary	Affix Seal / Stamp	
	equired only of seller's sign					Here	
	equired only of seller's sign						
orginature or buyer(s).			Frinted N	aille of Duyer(s):			
PLACE OKLAHOMA MOTOR VEHICLE TAX STAMP HERE		or Print):_					
	Actual Purchase Pr	rice of Veh	icle, Excluding Cre	dit for Any Trade-in:			
I certify to the best of my the vehicle UNLESS one	knowledge that the ODOMET of the accompanying statement (NO TENTHS)	nts is check	ced: The odometer has 	ehicle's odometer and listed be s exceeded its mechanical limits ding is NOT the actual mileage.			
Signature of Seller(s):_			Printed Na	me of Seller(s):			
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		Commission			Notary	Affix	
			n Expiration:		Notary	Affix Seal / Stamp Here	
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	equired only of seller's sign		n Expiration:		Notary	Seal / Stamp	
Signature of Buyer(s):	equired only of seller's sign		n Expiration:	np to the right.	Notary	Seal / Stamp	
	equired only of seller's sign	ature(s). A	n Expiration:	np to the right. ame of Buyer(s):	Notary	Seal / Stamp	
Signature of Buyer(s): Any active lien or encum	equired only of seller's sign	LIENH	ffix notary seal/star Printed Notation OLDER INFORMA	ame of Buyer(s): ATION The properties of the face of		Seal / Stamp Here	
Signature of Buyer(s): Any active lien or encum	equired only of seller's signature.	LIENH	ffix notary seal/star Printed Notation OLDER INFORMA	ame of Buyer(s): ATION The properties of the face of	of this certificate will	Seal / Stamp Here	

EXHIBIT G





Requested By: Burbank, David Dealer Payoff Report Pool: US POOL

Date: 11-MAY-20 Time: 02:05:56pm

Page: 1

AFC Branch: Dallas Dealer #: 443058 Calculated Through: 11-MAY-2020

Sort Order: VEHICLE Include Forgiven: N

Dealer Name: Michael Vernon Garrison Dba: Rock Hill Used Cars Dealer Address: 519 Interstate Highway 30 E, Sulphur Springs Tx 75482 Fax: 903-335-8253 Phone: 903-335-8928 Mobile: 903-951-8597

Credit Limit \$500,000.00

Email: Dgarrison31@Hotmail.Com Restricted: Y Potential Loss: Y

Terms 45 DAYS

Show Recovery Detail: Y

Contract Charges					
Charge Date	Description	Due Date	Last Paid	Charge Amount	Balance
17-FEB-20	COURIER FEE	18-MAR-20	\$0.00	\$13.15	\$13.15
					=======
			C	ontract Charges Due:	\$13.15

Vehicle Charges Stock Floored Floored Principal Interest Fees Other Fees Write Off <----> Payoff Title Yr Model Due Status Date Date Num VIN Date Amount Due Due Due Amount. Status 1028 3D7ML48C2 06 Ram 3500 Repossesse 31-JUL-19 \$21,940.00 \$12,013.44 \$353.09 \$230.00 \$628.66 A \$13,225.19 6G178761 1029 3D7ML48A1 08 Ram 3500 Repossesse 31-JUL-19 \$25,440.00 \$13,929.88 \$409.43 \$230.00 \$681.19 A \$15,250.50 8G219298 1034 1FTSW21P5 07 F250sd Repossesse 21-AUG-19 \$20,440.00 \$11,184.77 \$255.11 \$230.00 \$543.00 A \$12,212.88 7EB14538 5UTGN2428 17 Car Trailer Repossesse 04-SEP-19 \$29.740.00 \$16,273.73 \$300.14 \$230.00 \$593.48 A \$17,397.35 HM007662 А 1049 1GNEC16Z8 02 Suburban Repossesse 25-SEP-19 \$15,280.00 \$10,451.52 \$267.82 \$435.00 \$302.84 A \$11,457.18 2J293191 А 1050 JM1GG12L7 06 Mazda6 Repossesse 25-SEP-19 \$13,270.00 \$9,076.68 \$232.58 \$435.00 \$276.45 A \$10,020.71 61105547 1GRAA9224 95 Trailer Repossesse 14-OCT-19 \$29,490.00 \$20,171.16 \$403.43 \$205.00 \$612.36 A \$21,391.95 SB029809 2B3CJ4DV0 10 Challenger Repossesse 09-OCT-19 \$14,270.00 \$9,760.68 \$207.39 \$205.00 \$457.93 A \$10,631.00 AH184071 1FTSX20R8 09 F250sd \$16,430.42 1055 Repossesse 09-OCT-19 \$22,440.00 \$15,348.96 \$326.13 \$205.00 \$550.33 A 9EA01704 1HSHBAHNX 99 8000-Series Repossesse 16-OCT-19 \$28,490.00 \$19,487.16 \$371.54 \$205.00 \$589.60 A \$20,653.30 XH659029 \$13,438.48 1FDNR72P7 88 N-Series Repossesse 16-OCT-19 \$18,290.00 \$12,510.36 \$238.52 \$205.00 \$484.60 A JVA28327 1062 1GC0KVCG2 11 Silverado Repossesse 30-OCT-19 \$16,780.00 \$14,346.90 \$417.17 \$180.00 \$547.92 A \$15,491.99 BZ387391 2500 Repossesse 27-NOV-19 1FT7W2BTX 15 F250sd \$30,500.00 \$30,500.00 \$1,477.28 \$145.00 \$871.50 A \$32,993.78 FEC20953 Ы 1FD8W3HT2 15 F350sd Repossesse 03-JAN-20 \$35,070.00 \$33,316.50 \$759.90 \$85.00 \$718.48 A \$34,879.88 FEA32814 1T9AS4028 05 Trailer Repossesse 03-JAN-20 \$16,780.00 \$15,941.00 \$363.59 \$85.00 \$498.72 A \$16,888.31 5B540094

> A-Active Status: U-Unforgiven F-Forgiven

Case 4:20-cv-00959-BJ Document 101-2 Filed 08/30/21 Page 123 of 176 PageID 3524



Burbank, David Requested By: Dealer Payoff Report

Date: 11-MAY-20 US POOL Pool: Time: 02:05:56pm AFC Branch: Dallas Page: 2

443058 Dealer #: Calculated Through: 11-MAY-2020

Include Forgiven: N Show Recovery Detail: Y Sort Order: VEHICLE

Dealer Name: Michael Vernon Garrison Dba: Rock Hill Used Cars Dealer Address: 519 Interstate Highway 30 E, Sulphur Springs Tx 75482

Phone: 903-335-8928 Fax: 903-335-8253 Mobile: 903-951-8597 Email: Dgarrison31@Hotmail.Com Restricted: Y Potential Loss: Y

Credit Limit \$500,000.00 Terms 45 DAYS

			,,									
Stock Num	VIN	Yr Mo		Title Status	Floored Date	Floored Amount	Principal Due	Interest Due	Fees Oth Due	ner Fees Write Off < Due Status Date Date	Recovery> e Amount	Payoff
1081	3C63RRGL8 EG149807	14 35		Repossesse d	08-JAN-20	\$27,980.00	\$26,581.00	\$564.78	\$85.00	\$665.06 A		\$27,895.84
1084	1FT7W2BTX FEA02463	15 F2	150sd	Received	15-JAN-20	\$28,490.00	\$27,065.50	\$516.02	\$85.00	\$637.90 A		\$28,304.42
1085	1GTJK3321 4F263548	04 Si	erra 3500	Repossesse d	15-JAN-20	\$24,940.00	\$23,693.00	\$451.73	\$85.00	\$595.20 A		\$24,824.93
1086	1FMJU1K54 CEF09406	12 Ex	pedition	Repossesse d	22-JAN-20	\$23,440.00	\$22,268.00	\$371.04	\$85.00	\$545.62 A		\$23,269.66
1087	1FMHK8F89 BGA68442	11 Ex	plorer	Repossesse d	22-JAN-20	\$16,280.00	\$15,466.00	\$257.71	\$85.00	\$469.36 A		\$16,278.07
1088	3D7KU28C6 4G204039	04 Ra	m 2500	Repossesse d	29-JAN-20	\$20,840.00	\$20,840.00	\$612.52	\$85.00	\$679.43 A		\$22,216.95
1089	3D7MX48A3 7G804242	07 Ra	m 3500	Repossesse d	29-JAN-20	\$22,940.00	\$22,940.00	\$674.25	\$85.00	\$716.51 A		\$24,415.76
1090	3D7KR28A4 8G116225	08 Ra	m 2500	Repossesse d	12-FEB-20	\$16,280.00	\$16,280.00	\$406.97	\$85.00	\$560.17 A		\$17,332.14
1091	1FTHX25F0 TEB25935	96 F2	150	Repossesse d	19-FEB-20	\$12,770.00	\$12,770.00	\$291.27	\$85.00	\$491.51 A		\$13,637.78
1092	1FVACWDU5 DHFA3237	13 Fr	eightliner	Repossesse d	19-FEB-20	\$29,490.00	\$29,490.00	\$672.63	\$85.00	\$726.03 A		\$30,973.66
1093	1GCJK3326 5F919308		lverado	Received	26-FEB-20	\$24,940.00	\$24,940.00	\$514.35	\$85.00	\$632.25 A		\$26,171.60
1094	1GCJK3364 8F114088		lverado	Repossesse d	04-MAR-20	\$18,790.00	\$18,790.00	\$384.18	\$145.00	\$234.03 A		\$19,553.21
1095	1HFVE04R7 G4000179		oneer 100-5 eluxe	Repossesse d	12-MAR-20	\$17,290.00	\$17,290.00	\$277.85	\$85.00	\$490.35 A		\$18,143.20
						=========	=========	=======	=======	=======	=======	
				T	otals :	\$622,690.00	\$522,726.24	\$12,378.42	\$4,475.00	\$15,800.48		\$555,380.14

Total Payoff: \$555,393.29

Status: A-Active U-Unforgiven F-Forgiven

EXHIBIT H



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014760

443058-1049

Region/Contact

Vehicle Description

Mileage

VIN

2002 Chevrolet Suburban

318,890

1GNEC16Z82J293191

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 600.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Title Fee	Titles		\$ 55,00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$279.00 Net Proceeds: \$321.00

orenda.limmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS		
VEHICLE SALE Sale Price: \$600,00 Auctioneer: Wade Shaw			
SALE INFORMATION	ODOMETER DISC	LOSURE ST	ATEMENT
Sale Date: 6/4/2020 Lot #: F 170 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20805125000099 Certificate of Origin: No VEHICLE INFORMATION VIN: 1GNEC16282J293191 Stock #: 827830 2002 CHEVROLET SUBURBAN, White, LS Body Style: 4DR 1500 Odometer: 318,890 Miles Cilent Unit ID: 15014760	Federal law (and state law, if applicable) requires the Seller to state tresult in fines and/or imprisonment. Seller hereby states that the odo of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the act	meter for this V. knowledge that odometer readir ual mileage. W	ehicle now reads identically to the Mileage stated on this Bill this reflects the actual mileage of the Vehicle, unless or greflects the amount of mileage in excess of its mechanical ARNING - ODOMETER DISCREPANCY.
	SELLER: PAR/AFC Corporate	BUYER:	LANES MOTORS AND USED CARS LLC
VEHICLE OPTIONS 8 Cylinder Gas, Automatic Transmission. Hard Top, Air Conditioning. AM\FM\CD. Rear Wheel Drive. 7 Passenger, Leather Interior, Power Driver Seat, Power Steering, Power Locks, Power Windows, Crulse Control, Traction Control, CERTIFICATIONS	11299 N. Illinois Street. Carmel, IN 46032 (317) 815-9645		LANES MOTORS AND USED CARS LLC 8906 LANDERS ROAD SHERWOOD, AR 72120 (501) 351-5772 License: AR/M9299
	SELLING REPRESENTATIVE: Selling Representative not in list	DI IVING DI	EDDECENTATIVE DANIEL DEDET
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list BUYING REPRESENTATIVE: DANIEL PEREZ Signature on File SELLER BUYER		
ACTION OF THE PROPERTY OF THE			

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREPLLY FOR IMPORTANT INFORMATION ON ARBITRATION CUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION DEFIND AND ELIGIBLE CALMS. Seller is the transferred to the vehicle and is responsible for all disclosures, including odometer and mitteage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account, Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contraction of this type of vehicle in the applicable state at the time of purchase.

Printed: 6/5/2020 9:08:59 AM

Invoice to Seller

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

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A	DESA

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

BUYER: LANES MOTORS AND USED CARS LLC

LANES MOTORS AND USED CARS LLC

8906 LANDERS ROAD SHERWOOD, AR 72120 (501) 351-5772

SALE INFORMATION Sale Date: 6/4/2020

Lot #: F 170 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1GNEC16Z82J293191 2002, CHEVROLET, SUBURBAN, White, LS, 4DR 1500

Stock #: 827830

Odometer: 318,890 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000099

Certificate of Origin: No

VEHICLE SALE

Description

Notes

14

Vehicle Sale

(\$600.00)

Seller Fee Recon - Wash and Vac \$75.00 \$30.00

EPA Fee

\$4.00

Amount

Total: (\$491.00)

Net Due: (\$491.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (nel)

(\$4.00) (\$30.00)

Issue ACH W/O Tran (net) issue ACH W/O Tran (net)

(\$75.00)

Total: \$491.00

Issue ACH W/O Tran (nel)

\$600.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate. Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014764

443058-1050

Region/Contact

Vehicle Description

Mileage

VIN

2006 Mazda Mazda6

160,578

JM1GG12L761105547

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 1,200.00

Charge Description	Charge Type	Comments	Amount
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$454.00 Net Proceeds: \$746.00

brenda.limmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS		
VEHICLE SALE Sale Price: \$1,200.00 Auctioneer: Wade Shaw			
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 160 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number; IN/20806125000148 Centificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.		
VEHICLE INFORMATION VIN: JM1GG12L761105547 Stock #: 828716 2006 MAZDA MAZDA6, Grey, GRAND TOURING MAZDAS Body Style: 4DR SDN Odometer: 160,578 Miles Client Unit ID: 15014764	Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the ac	odometer reading reflects the amount of mileage in excess of its mechanical tual mileage. WARNING - ODOMETER DISCREPANCY	
VEHICLE OPTIONS 4 Cylinder Gas Turbo, 6 Speed Transmission, Sun Roof, Air Conditioning, AM\FM\CD, Drive	SELLER: PAR/AFC Corporate 11299 N. Illinois Street Carmel, IN 46032	920 S BUCKNER BLVD DALLAS, TX 75217 (214) 391-6777	
Train - All Wheel, 5 Passenger, Leather Interior, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control, CERTIFICATIONS	(317) 815-9645 SELLING REPRESENTATIVE: Salling Representative not in list	License: TX/P121593 BUYING REPRESENTATIVE: NAZIR AHMAD	
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	Signature on File.	BUYER	

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reforence. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION QUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAMBS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odorneter and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle buyer until all its mounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable's state at the time of purchase.

Printed: 6/5/2020 9:09:05 AM

Invoice to Seller SELLER: BUYER: PAR/AFC Corporate HONDO MOTORS ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 11299 N. Illinois Street 920 S BUCKNER BLVD (972) 225-6000 Carmel, IN 46032 DALLAS, TX 75217 (317) 815-9645 (214) 391-6777 SALE INFORMATION 2006, MAZDA, MAZDA6, Grey, GRAND TOURING MAZDAS, 4DR SDN VEHICLE INFORMATION Sale Date: 6/4/2020 Lot #: F 160 Sale Type: Consignment Sale Stock #: 828716 VIN: JM1GG12L761105547 **Ddometer: 160,578 Miles** PAY PROCEEDS TO: PAR North America 11299 N. Illinois StreetSuite 300 Carmel, IN 46032 (317) 818-4500 PAYMENT TYPE: ACH W/O Tran TITLE INFORMATION Title State/Number: IN/20806125000148 Certificate of Origin: No VEHICLE SALE Description Amount Notes Vehicle Sale (\$1,200.00) Seller Fee \$75.00 Recon - Wash and Vac \$30.00 LT EPA Fee \$4,00 \$175.00 DALLAS TOWBOYS INV 105547 Sublet: Transportation Total: (\$916.00) Net Due: (\$916.00)

Issue ACH W/O Tran (net) \$1,200.00

PAYMENTS AND ADJUSTMENTS

Total: \$916.00

Issue ACH W/O Tran (net)

(\$4.00)

(\$175.00)

(\$30.00)

(\$75.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.

Printed: 6/5/2020 9:09:05 AM



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014769

443058-1055

Region/Contact

Vehicle Description

Mileage

VIN

2009 Ford F250SD

999,999

1FTSX20R89EA01704

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 1,200.00

Charge Description	Charge Type	Comments	Amount
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$420.00 Net Proceeds: \$780.00

tirenda.timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS VIDEO TMU AS IS		
VEHICLE SALE Sale Price: \$1,200.00 Auctioneer: Bandy Assiter			
SALE INFORMATION	ODOMETER DISC	CLOSURE STATEMENT	
Sale Date: 6/4/2020 Lot #: T 989 Sale Type: Consignment Sale	Federal law (and state law, if applicable) requires the Seller to state	the mileage upon transfer of ownership. Providing false information may imeter for this Vehicle now reads identically to the Mileage stated on this Bill	
TITLE INFORMATION Title State/Number: IN/20806130000390 Certificate of Origin: No VEHICLE INFORMATION VIN: 1FTSX20R89EA01704 Stock #: 827882 2009 FORD SUPER DUTY F-250, White, 2WD SUPERCAB 158 XL Body Style: 4 DOOR 2WD Odometer: 999,999 Miles Client Unit D; 15014769	disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the act		
Category: Nor	SELLER: PAR/AFC Corporate	BUYER: GL EXPRESS LLC	
		GL EXPRESS LLC	
VEHICLE OPTIONS 8 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AM\FM Radio, Rear Wheel Drive, 5 Passenger, Vinyl Interior, Air Bag - Dual, Power Steering, Cruise Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	60 ASBURY RD STE# 326 HACKETTSTOWN, NJ 07840 (347) 962-9254 License: NJ/07217U	
CERTIFICATIONS			
	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING REPRESENTATIVE; LEVAN NAZGAIDZE	
AUCTION LIGHTS	Security The Property of the Sound Hopped Hotel Hotel		
Red Light - As Is Yellow Light - Caution Blue Light - Title Received	Signature on File	Signature on File	
*This yehicle is sold AS IS - No Arbitration	SELLER BUYER		

reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION OUDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CIAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Bill of Sale is not an invoice, For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your deelership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Printed: 6/5/2020 9:08:57 AM

Invoice to Seller

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AL	ESA	

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 SELLER: PARIAFC Corporate

11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645 BUYER: GL EXPRESS LLC

GL EXPRESS LLC

60 ASBURY RD STE# 326 HACKETTSTOWN, NJ 07840 (347) 962-9254

SALE INFORMATION

Sale Date: 6/4/2020 Lot 6

Lot #: T 989 Sale Type: Consignment Sale

VEHICLE INFORMATION
VIN: 1FTSX20R89EA01704

2009, FORD, SUPER DUTY F-250, White, 2WD SUPERCAB 158 XL, 4 DOOR 2WD

Stock #: 827882 Odometer: 999,999 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSulte 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806130000390

Certificate of Origin: No

VEHICLE SALE

Description

Amount Notes

Vehicle Sale

(\$1,200.00)

Seller Fee

\$75.00

Sublet: Transportation

\$175.00 Pick Up from SULPHUR SPRINGS to Hulchins

VIN: 1FTSX20R89EA01704

Total: (\$950.00)

Net Due: (\$950.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net)
Issue ACH W/O Tran (net)

(\$175.00) (\$75,00)

Total: \$950,00

\$1,200.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, tilling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014775

443058-1062

Region/Contact

Vehicle Description

Mileage

VIN

2011 Chevrolet Silverado 2500

267,242

1GC0KVCG2BZ387391

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 2,000.00

Charge Description	Charge Type	Comments	Amount
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00

Total Charges: \$290.00 Net Proceeds: \$1,710.00

brenda.timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS VIDEO AS IS				
VEHICLE SALE Sale Price: \$2,000.00 Auctioneer: Bandy Assiter					
SALE INFORMATION	ODOMETER DISC	CLOSURE STATEMENT			
Sale Date: 6/4/2020 Lot #: T 1004 Sale Type: Consignment Sale	Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical				
TITLE INFORMATION Title State/Number: IN/20806125000161 Certificate of Origin: No					
VEHICLE INFORMATION VIN: 1GC0KVCG2BZ387391 Stock #: 827860 2011 CHEVROLET SILVERADO 2500HD, White, WORK TRUCK Body Style: 4WD REG CAB 133.7 Odometer: 267,242 Miles Cilent Unit ID: 15014775	limits. Seller hereby certifies that the odometer reading is NOT the ac	tual mileage. WARNING - ODOMETER DISCREPANCY.			
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: PPD AUTO DIVISION LLC			
		P P D AUTO DIVISION LLC			
VEHICLE OPTIONS 8 Cylinder Gas, Automatic Transmission, Hard Top, Air Conditioning, AM\FM Radio, 4WD, 3 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Traction Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	5620 SOUTHMOST RD BROWNSVILLE, TX 78521 (956) 509-0587 License: TX/P110589			
CERTIFICATIONS					
	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING REPRESENTATIVE: RAUL PIZANA			
AUCTION LIGHTS					
Red Light - As Is Blue Light - Title Received	Signature on File.	fraist Pearce			
	SELLER	BUYER			

Buyer and Solier agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adess.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GROUP THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE C. LIAMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealars: As a party to this sale contractivity of vehicle in the applicable state at the time of purchase.

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			Invoi	ce to Seller		
3501 Lar	SA Dallas neaster Hutchins , TX 75141 5-6000	Road	11299 Came	N. Illinois Street I, IN 46032 15-9645	BUYER:	P P D AUTO DIVISION LLC P P D AUTO DIVISION LLC 5620 SOUTHMOST RD BROWNSVILLE, TX 78521 (956) 509-0587
SALE INFORMATION rafe Date: 6/4/2020	Lot #: T 100	4 Sale Type: Consignment Sale	VEHICLE INFORM	WIII ION		500HD, White, WORK TRUCK, 4WD REG CAB 133.7 Odometer: 257,242 Miles
PAY PROCEEDS TO: PAYMENT TYPE:	PAR North 11299 N. I Carmel, IN (317) 818- ACH W/O	llinois StreetSuite 300 I 46032 4500		ě.		
TITLE INFORMATION Title State/Number: IN/208061:	25000161	Certificate of Origin:	No			
/EHICLE SALE						
Description	Amount	Notes				
Vehicle Safe	(\$2,000.00)					
Seller Fee	\$75.00					
Mechanical Work - Labor	\$45.00	NO START - APPROVED 5.19 MS//TR. TRANSFER CASE MISSING, REC VID				
Total:	(\$1,880.00)					
Net Due:	(\$1,880.00)					
PAYMENTS AND ADJUST	lss	ue ACH W/O Tran (net) (\$75.00) ue ACH W/O Tran (net) \$2,000.00 ue ACH W/O Tran (net) (\$45.00)				

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014783

443058-1081

Region/Contact

Vehicle Description

Mileage

VIN

2014 Ram 3500

149,464

3C63RRGL8EG149807

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 15,600.00

Charge Description	Charge Type	Comments	Amount
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75,00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$454.00 Net Proceeds: \$15,146.00

brenda.timmons

ANNOUNCEMENTS AS IS OWNER AFC-DALLAS	
Federal law (and state law, if applicable) requires the Seller to state	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing false information may owner for this Vehicle now reads identically to the Mileage stated on this Bill
of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	knowledge that this reflects the actual mileage of the Vehicle, unless
Ilmits. Seller hereby certifies that the odometer reading is NOT the act	
SELLER: PAR/AFC Corporate	BUYER: GLOBAL MOTOR CARS
SELLER: PAR/AFC Corporate	BUYER: GLOBAL MOTOR CARS GLOBAL AUTO MOTORS LLC
SELLER: PAR/AFC Corporate 11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	BUTCH
11299 N. Illinois Street Carmel, IN 46032	GLOBAL AUTO MOTORS LLC 620 HIGHWAY 6 S HOUSTON, TX 77079 (346) 402-5949
11299 N. Illinois Street Carmel, IN 46032	GLOBAL AUTO MOTORS LLC 620 HIGHWAY 6 S HOUSTON, TX 77079 (346) 402-5949
11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	GLOBAL AUTO MOTORS LLC 620 HIGHWAY 6 S HOUSTON, TX 77079 (346) 402-5949 License: TX/P113119
	ODOMETER DISC Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the odd of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the limits.

dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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					Invoice to Se	liel		
3501 La	SA Dallas encaster Hutchins s, TX 75141 25-6000			SELLER:	PAR/AFC Corporate 11299 N, Illino s Street Carmel, IN 45/32 (317) 815-9645		BUYER:	GLOBAL MOTOR CARS GLOBAL AUTO MOTORS LLC 620 HIGHWAY 6 S HOUSTON, TX 77079 (346) 402-5949
SALE INFORMATION sale Date: 6/4/2020	Lot #: F 156	Sale Type; Consign	Dela	ACCOUNT OF THE	INFORMATION	2014, RAM, 3500, V Stock #: 828856	Vhite, TRADESM/	AN, 4WD CREW CAB 169
PAY PROCEEDS TO:	PAR Nort 11299 N. Carmel, II (317) 818 ACH W/O	Illinois StreetSuite 300 N 46032 -4500		1380.000	3RRGL8EG149807			Odometer: 149,464 Miles
TITLE INFORMATION Title State/Number: IN/20806	125000176	Certific	cate of Origin: N	0				
TITLE INFORMATION Title State/Number: IN/20806	125000176	Centific	cate of Origin; No	ó				
Title State/Number: IN/20806 VEHICLE SALE Description Vehicle Sale	Amount (\$15,600.00)	Certifi	cate of Origin; No	0				
Title State/Number: IN/20806 VEHICLE SALE Description Vehicle Sale Seller Fee	Amount (\$15,600.00) \$75.00	Notes	cate of Origin; N	D				
Title State/Number: IN/20806 /EHICLE SALE Description Vehicle Sale Seller Fee Recon - Wash and Vac	Amount (\$15,600.00)	- A-20	cate of Origin; No	5				
Title State/Number: IN/20806 VEHICLE SALE Description Vehicle Sale	Amount (\$15,600.00) \$75.00 \$30.00	Notes		5				
Title State/Number: IN/20806 VEHICLE SALE Description Vehicle Sale Seller Fee Recon - Wash and Vac EPA Fee	Amount (\$15,600.00) \$75.00 \$30.00 \$4.00	Notes		5				



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014787

443058-1086

Region/Contact

Vehicle Description

Mileage

VIN

2012 Ford Expedition

115,038

1FMJU1K54CEF09406

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 8,600.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 145.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$424.00 Net Proceeds: \$8,176.00

brenda.timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS	
VEHICLE SALE Sale Price: \$8,600,00 Auctioneer: Wade Shaw		
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 148 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20806125000182 Certificate of Origin: No VEHICLE INFORMATION VIN: 1FMJU1/S4CEF69406 Stock #: 827811 2012 FORD EXPEDITION, White, LIMITED	Federal law (and state law, if applicable) requires the Seller to state I result in fines and/or imprisonment. Seller hereby states that the odo of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing false information may meter for this Vahicle now reads identically to the Mileage stated on this Bill knowledge that this reflects the actual mileage of the Vehicle, unless odometer reading reflects the amount of mileage in excess of its mechanical and mileage, WARNING - ODOMETER DISCREPANCY.
Body Style: 2WD 4DR Odometer: 115,038 Miles Client Unit ID: 15014787 Category: RRP	SELLER: PAR/AFC Corporate	BUYER: GLK AUTO GROUP LLC GLK AUTO GROUP LLC
VEHICLE OPTIONS 8 Cylinder Gas, Automatic Transmission, Sun Roof, Dual - AC, AM\FM\CD, Rear Wheel Drive, 7 Passenger, Leather Interior, Power Driver and Passenger Seats, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control, Navigational System, Memory Seat, Sirius Satellite Radio, Bluetooth, Power Liftgate, Back-up Camera.	11299 N. Illinois Street Carmel, IN. 46032 (317) 815-9645	2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051 (972) 237-2736 License: TX/P130474
AUCTION LIGHTS	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING REPRESENTATIVE: HECTOR HERNANDEZ
Red Light - As Is Blue Light - Title Received	SELLER	BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference, PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY POR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION FEIRO AND ELIGIBLE CLAIMS, Seller is the transferor of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Still of Sale not as invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle upyer until all support until all support until all support until all support and an account of the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Designs: As a party to this sale contractivity of the sale, you are representing that your dealership is properly licenseed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Printed: 6/5/2020 9:08:53 AM Page 1 of 2

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000		SELLER: PAR/AFC Corporate 11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	BUYER:	GLK AUTO GROUP LLC GLK AUTO GROUP LLC 2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051 (972) 237-2736	
SALE INFORMATION			VEHICLE INFORMATION	2012, FORD, EXPEDITION, White, L	
Sale Date: 6/4/2020	Lot #: F 148	Sale Type: Consignment Sale	VIN: 1FMJU1K54CEF09406	Stock #: 827811	Odometer: 115,038 Miles
PAY PROCEEDS TO:	PAR North 11299 N. II				
PAYMENT TYPE:	11299 N. II Carmel. IN (317) 818- ACH W/O	linois StreetSuite 300 46032 4500	lo.		
PAYMENT TYPE: TITLE INFORMATION Title State/Number: IN/208061 VEHICLE SALE	11299 N. II Carmel. IN (317) 818- ACH W/O	linois StreetSuile 300 46032 4500 Tran	do		
PAYMENT TYPE; TITLE INFORMATION Title State/Number: IN/208061	11299 N. II Carmel. IN (317) 818- ACH W/O	linois StreetSuile 300 46032 4500 Tran	ю		
PAYMENT TYPE; TITLE INFORMATION Title State/Number: IN/208061 VEHICLE SALE Description Vehicle Sale	11299 N. II Carmel, IN (317) 818-4 ACH W/O	linois StreetSuile 300 46032 4500 Tran Certificate of Origin: N	do		
PAYMENT TYPE: TITLE INFORMATION Title State/Number: IN/208061 VEHICLE SALE Description Vehicle Sale Seller Fee	11299 N. II Carmel, IN (317) 818-4 ACH W/O 25000182 Amount (\$8,500,00)	linois StreetSuile 300 46032 4500 Tran Certificate of Origin: N	do		
PAYMENT TYPE: TITLE INFORMATION Title State/Number: IN/208061 VEHICLE SALE Description Vehicle Sale Seller Fee Recon - Wash and Vac	11299 N. II Carmel, IN (317) 818-4 ACH W/O 25000182 Amount (\$8,600,00) \$75.00	linois StreetSuile 300 46032 4500 Tran Certificate of Origin: N	do		
PAYMENT TYPE: TITLE INFORMATION Title State/Number: IN/208061 VEHICLE SALE Description Vehicle Sale Seller Fee Recon - Wash and Vac	11299 N. II Carmel, IN (317) 818-4 ACH W/O 25000182 Amount (\$8,500,00) \$75.00 \$30,00	linois StreetSuile 300 46032 4500 Tran Certificate of Origin: N	do		
PAYMENT TYPE: TITLE INFORMATION Title State/Number: IN/208061 VEHICLE SALE Description Vehicle Sale Seller Fee Recon - Wash and Vac EPA Fee	11299 N. II Carmel, IN (317) 818-4 ACH W/O 25000182 Amount (\$8,600,00) \$75.00 \$30,00 \$4.00	linois StreetSuile 300 46032 4500 Tran Certificate of Origin: N Notes	do		

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate. Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.

(\$145.00)

(\$75.00)

\$8,600.00

Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net)

Total; \$8,346.00



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014789

443058-1088

Region/Contact

Vehicle Description

Mileage

VIN

2004 Dodge Ram 2500

149,070

3D7KU28C64G204039

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$4,200.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75,00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 90.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$510.00 Net Proceeds: \$3,690.00

brenda.timmons

ADESA Dallas 3501 Lencaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS AS IS	
VEHICLE SALE Sale Price: \$4,200,00 Auctioneer: Wade Shaw		
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 155 Sale Type; Consignment Sale TITLE INFORMATION Title State/Number: IN/20806125000187 Certificate of Origin: No	Foderal law (and state law, if applicable) requires the Seller to state tresult in fines and/or imprisonment. Seller hereby states that the odd of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing false information may meter for this Vehicle now reads identically to the Mileage stated on this Bill knowledge that this reflects the actual mileage of the Vehicle, unless odometer reading reflects the amount of mileage in excess of its mechanical
VEHICLE INFORMATION VIN: 3D7KU28C64G204039 Stock #; 827947 2004 DODGE RAM 2500, Beige, SLT Body Style: 4DR QUAD CAB 160.5 Odometer: 149,070 Miles Client Unit ID: 15014789	Seller hereby certifies that the adometer reading is NOT the act	
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: SHORT MOTOR COMPANY SHORT ENTERPRISES INC
VEHICLE OPTIONS 6 Cylinder Diesel, Automatic Transmission, Hard Top. Air Conditioning, AM\FM\Cass\CD, 4WD, 5 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	4362 MCCART AVE FORT WORTH, TX 76115 (817) 988-2629 License: TX/P7946
CERTIFICATIONS		
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list Signature on File	BUYING REPRESENTATIVE: BRADY SHORT
	SELLER	BUYER

Buyer and Seller agrine that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREPULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION DEAD FOR THIS VEHICLE, INCLUDING ARBITRATION DEAD FOR THIS VEHICLE, INCLUDING ARBITRATION OF A BUYER AND CONDITIONS CAREPULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION COLUMNS SELECT IN A VEHICLE INCLUDING ARBITRATION OF A VEHICLE IN A VEHI

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11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

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	4	
A	DESA	

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

BUYER:

SHORT MOTOR COMPANY

SHORT ENTERPRISES INC

4362 MCCART AVE FORT WORTH, TX 76115

(817) 988-2629

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 155 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 3D7KU28C64G204039 2004, DODGE, RAM 2500, Beige, SLT, 4DR QUAD CAB 160.5

Stock #: 827947

Odometer: 149,070 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000187

Certificate of Origin: No

VEHICLE SALE

Description

Amount (\$4,200.00) \$75.00

\$90.00

Vehicle Sale Seller Fee

Mechanical Work - Labor Sublet: Transportation

\$175.00

NO START - APPROVED 5.19 MS//DIAG NO START REPAIRED SHIFT CABLE AND ADJUSTED, RUNS AND DRIVES Pick Up from SULPHUR SPRINGS to Hutchins

VIN: 3D7KU28C64G204039.

Notes

Total: (\$3,860.00)

Net Due:

(\$3,860.00)

PAYMENTS AND ADJUSTMENTS Total: \$3,860.00

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) (\$175.00) (\$90.00)

(\$75.00) \$4,200.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer, When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase. Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014794

443058-1090

Region/Contact

Vehicle Description

Mileage

VIN

2008 Dodge Ram 2500

237,483

3D7KR28A48G116225

Auction

Sale Date

.....

Sale Price

ADESA DALLAS

06/04/2020

\$3,600.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 95.00
Mechanical Work - Labor	Auction	RECON: Body Work	\$ 100.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25,00

Total Charges: \$365.00 Net Proceeds: \$3,235.00

ADESA Dallas 3501 Lancaster Hulchins Road Hulchins, TX 75141 (972) 225-5000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS	
VEHICLE SALE Sale Price: \$3,600.00 Auctioneer: Wade Shaw		
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 167 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20806125000199 Certificate of Origin: No VEHICLE INFORMATION VIN: 3D7KR28A486116225 Stock #: 827929 2008 DODGE RAM 2500, Silver, SLT Body Style: 2WD QUAD CAB 140.5 Ddometer: 237,483 Mites	Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the odd of Sale under Vehicle information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing false information may ometer for this Vehicle now reads identically to the Mileage stated on this Bill knowledge that this reflects the actual mileage of the Vehicle, unless odometer reading reflects the amount of mileage in excess of its mechanical tual mileage. WARNING - ODOMETER DISCREPANCY.
Cilent Unit: ID: 15014794 Category: RRP	SELLER: PAR North America 7835 Woodland Dr Suite 150	BUYER: DFW TRUCKS ZAMORA PEREZ INVESTMENTS LLC 3329 S GARLAND AVE
VEHICLE OPTIONS 6 Cylinder Diesel, Automatic Transmission, Hard Top, Air Conditioning, AMFMCD, Rear Wheel Drive, 5 Passenger, Cloth Interior, Power Driver Seat, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, CERTIFICATIONS	Indianapolis, IN 46278 (317) 818-4500	GARLAND, TX 75041 (972) 840-0300 License: TX/P101346
AUCTION LIGHTS Red Light - As is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list Signature on File. SELLER	BUYING REPRESENTATIVE: LEOPOLDO ZAMORA BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adeaa.com, and scient. Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CARREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION COUNTY. INFORMATION CONTROLLED, INCLUDION SCIENT COUNTY. INFORMATION CONTROLLED, INSECTION SCIENT COUNTY. INFORMATION COUNTY COUNTY. INFORMATION COUNTY COUNTY. INFORMATION COUNTY COUNTY. INFORMATION COUNTY COUNTY COUNTY. INFORMATION COUNTY COUNTY COUNTY COUNTY. INFORMATION COUNTY CO

Printed: 6/5/2020 9:07:46 AM

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR North America

7835 Woodland Dr Suite 150 Indianapolis, IN 46278 (317) 818-4500

BUYER: **DFW TRUCKS**

ZAMORA PEREZ INVESTMENTS LLC

Odometer: 237,483 Miles

3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 167 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 3D7KR28A48G116225 2008, DODGE, RAM 2500, Silver, SLT, 2WD QUAD CAB 140.5

Stock #: 827929

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetAttn: PAR Accounting

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000199

Certificate of Origin: No

VEHICLE SALE

Description

Notes Amount

Vehicle Sale

(\$3,600.00)

Seller Fee

\$95.00

Body Shop - Labor

\$100.00 DE ID - APPROVED 5.29 MS

(\$3,405.00)Total:

(\$3,405.00) Net Due:

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

Issue ACH W/O Tran (net)

(\$100.00) (\$95.00)

Total: \$3,405.00

Issue ACH W/O Tran (net) \$3,500.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, litting and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014749

443058-1028

Region/Contact

Vehicle Description

Mileage

VIN

2006 Dodge Ram 3500

204,874

3D7ML48C26G178761

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$6,000.00

Charge Description	Charge Type	Comments	Amount
Remarketing Fee	Auction		\$ 75.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Recon: Wash/Vac	Auction	RECON; Wash	\$ 30.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$499.00 Net Proceeds: \$5,501.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS				
VEHICLE SALE Sale Price: \$6,000.00 Auctioneer: Wade Shaw	*				
SALE INFORMATION	ODOMETER DISC	OSLIDE ST	ATEMENT		
Sale Date: 6/4/2020 Lot #: F 166 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/2080612500045 Certificate of Origin; No	Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above. Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanics.				
VEHICLE INFORMATION VIN: 3D7ML48C26G178761 Stock #: 827973 2006 DODGE RAM 3500, Silver, SLT Body Style: 4DR QUAD CAB 160.5 D Odometer: 204,874 Miles Client Unit ID: 15014749	ilmits. Seller hereby certifies that the odometer reading is NOT the act				
Category: RRP	SELLER: PAR/AFC Corporate	BUYER:	DFW TRUCKS		
	10,51,500		ZAMORA PEREZ INVESTMENTS LLC		
VEHICLE OPTIONS 5 Cylinder Diesel, Automatic Transmission, Hard Top, Air Conditioning, AM\FM\CD, Rear Wheel Drive, 5 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks; Power Windows, Cruise Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645		3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300 License; TX/P101346		
CERTIFICATIONS					
CERTIFICATIONS					
AUCTION LIGHTS Red Light - As is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING R	EPRESENTATIVE; LEOPOLDO ZAMORA		

Buyer and Salier agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION GUIDEL, INES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELICIBLE CLAIMS. Seller is the transferr of the Vehicle and is responsible for all disclosures, including adomated and mileage. This Bill of Sale is not an invoice. For all amounted use, please refer to invoices in your account. Tills to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensee to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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				Invoice to Sel	er	
3501 Lai	SA Dallas neaster Hutchins , TX 75141 5-6000		SELLEF	11299 N. Illinois Street Cermel, IN 46032 (317) 815-9645	BUYER:	DFW TRUCKS ZAMORA PEREZ INVESTMENTS LLC 3329 S GARLAND AVE GARLAND, TX 75041 (972) 840-0300
SALE INFORMATION Sale Date: 6/4/2020	Lot #: F 166	Sale Type: Consignment S	120	E INFORMATION	2006, DODGE, RAM 3500, Silver, S Stock #: 827973	SLT, 4DR QUAD CAB 160.5 D Odometer: 204,874 Miles
PAY PROCEEDS TO: PAYMENT TYPE: TITLE INFORMATION	PAR North 11299 N. Carrnel, II (317) 818 ACH W/O	Illinois StreetSuite 300 N 46032 -4500				
Title State/Number: IN/208061	2500045	Certificate of C	rigin; No			
VEHICLE SALE	5	Logical				
Description Vehicle Sale	Amount	Notes				
Seller Fee	(\$6,000.00) \$75.00					
Mechanical Work - Labor	\$45.00	DIAG NO START, BLED FUEL S	VSTEM TO			
Recon - Wash and Vac	\$30.00	MAKE RUN				
EPA Fee	\$4.00	10				
Sublet: Transportation	\$175,00	Pick Up from SULPHUR SPRING	S to Hutchins			
Total:	(\$5,671.00)	VIN: 3D7ML48C26G178761.				
Net Due:	(\$5,671.00)					
PAYMENTS AND ADJUST	lss lss lss	sue ACH W/O Tran (net) \$5,6 sue ACH W/O Tran (net) (sue ACH W/O Tran (net) (\$ sue ACH W/O Tran (net) (\$	75.00) 00,00 54,00) 30,00) 45,00) 75,00)			

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, fleensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized represer tative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014755

443058-1034

Region/Contact

Vehicle Description

Mileage

VIN

2007 Ford F250SD

253,209

1FTSW21P57EB14538

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$3,000.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Remarketing Fee	Auction		\$ 75.00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$465.00 Net Proceeds: \$2,535.00

brenda, timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS VIDEO AS IS	
VEHICLE SALE Sale Price: \$3,000.00 Auctioneer: Bandy Assiter		
SALE INFORMATION	ODOMETER DISC	CLOSURE STATEMENT
Sale Date: 6/4/2020 Lot #: T 990 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20806125000119 Certificate of Origin: No VEHICLE INFORMATION VIN: 1FTSW21P57EB14538 Stock #: 827871 2007 FORD SUPER DUTY F-250, Grey, LARIAT Body Style: 4WD CREW CAB 172 LA Odometer: 253,209 Miles	result in fines and/or Imprisonment, Seller hereby states that the odo of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	the mileage upon transfer of ownership, Providing false information may ometer for this Vehicle now reads identically to the Mileage stated on this Bill knowledge that this reflects the actual mileage of the Vehicle, unless odometer reading reflects the amount of mileage in excess of its mechanical trual mileage. WARNING - ODOMETER DISCREPANCY.
Client Unit ID: 15014755 Category: RRP	SELLER PARIAFC Corporate	RIIVED RIOS AUTO SALES
VEHICLE OPTIONS 8 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AM\FM Radio, 4WD, 6 Passenger, Leather Interior, Air Bag - Dual, Power Steering,	SELLER: PAR/AFC Corporate 11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	BUYER: 3202 E MAIN ST GRAND PRAIRIE, TX 75050 (214) 724-3646 License: TX/P45304
CERTIFICATIONS	SELLING REPRESENTATIVE: Selling Representative not in list	BUYING REPRESENTATIVE: REFUGIO PEREZ
AUCTION LIGHTS	The state of the s	Signature on File
Red Light - As Is Blue Light - Title Received	Signature on File.	BUYER

Buyer and Seller agrise that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference, PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION OF REPORT HIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transleter of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Bill of Sale is not an invoice, For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable in the Vehicle, which shall continue until all funds are collected with respect to such sale. Allention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PARIAFC Corporate

BUYER: **RIOS AUTO SALES**

11299 N. Illinois Street Cermel, IN 46032 (317) 815-9645

3202 E MAIN ST GRAND PRAIRIE, TX 75050

(214) 724-3645

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: T 990 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1FTSW21P57EB14538 2007, FORD, SUPER DUTY F-250, Grey, LARIAT, 4WD CREW CAB 172 LA

Stock #: 827871

Odometer: 253,209 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000119

Certificate of Origin: No

Check No Start - APPROVED 5.29 MS/Injection

VEHICLE SALE

Description

Amount Notes

Vehicle Sale Seller Fee

(\$3,000.00)

Mechanical Work - Labor

\$75.00 \$45.00

(\$2,705.00)

Sublet: Transportation

pump is bad. Rec video Pick Up from SULPHUR SPRINGS to Hutchins \$175.00

Net Due:

(\$2,705.00) Total:

VIN: 1FTSW21P57EB14538.

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

(\$45.00)

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) (\$75.00)

Total: \$2,705.00

\$3,000.00

Issue ACH W/O Tran (net) (\$175.00)

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, littling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014767

443058-1054

Region/Contact

Vehicle Description

Mileage

VIN

2010 Dodge Challenger

155,164

2B3CJ4DV0AH184071

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 4,400.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 145.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Auction Sale Fee	Auction	ADMIN; Sale Fee	\$ 95.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
Title Fee	Titles		\$ 55,00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00

Total Charges: \$444.00 Net Proceeds: \$3,956,00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS	
VEHICLE SALE Sale Price; \$4,400.00 Auctioneer: Wade Shaw		*1
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 158 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20806127000114 Certificate of Origin: No	Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the odd of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing talse information may ometer for this Vehicle now reads identically to the Mileage stated on this Bill knowledge that this reflects the actual mileage of the Vehicle, unless
VEHICLE INFORMATION VIN: 2B3CJ4DV0AH184071 Stock #: 827820 2010 DODGE CHALLENGER, Black, SE Body Style: 2DR CPE Odometer: 155,164 Miles Client Unit ID: 15014767	Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the ac	odometer reading reflects the amount of mileage in excess of its mechanical tual mileage, WARNING - ODOMETER DISCREPANCY,
Category: RRP	SELLER: PAR North America	BUYER: A-TEAM MOTORS LLC
VEHICLE OPTIONS 6 Cylinder Gas, Automatic Transmission, Hard Top, Air Conditioning, AM\FM\CD, Rear Wheel Drive, 5 Passenger, Cloth Interior, Power Driver Seat, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,	7835 Woodland Dr Suite 150 Indianapolis, IN 46278 (317) 818-4500	A-TEAM MOTORS LLC 3607 W ROOSEVELT DR LITTLE ROCK, AR 72204 (501) 954-0343 License: AR/M10406
CERTIFICATIONS	SELLING REPRESENTATIVE: Selling Representative not in list	DIVINO PEDEFECTATIVE MAI ACUI AVINO
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	Signature on File.	BUYING REPRESENTATIVE: MALACHI AKINS Signature on File
	SELLER	BUYER

Buyer and Selier agree that the Vehicle described herein is bought end sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adeac.com, and such Auction Terms and Conditions are incorporated herein by reference, PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CARREPLLY FOR IMPACTION ON ARBITRATION OR RABITRATION GUIDELINESS FOR THIS VEHICLE. INCLUDING ARBITRATION DEFRICO AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest, where applicable) in the Vehicle, which shall continue until all tunds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/foill of sale, you are representing that your dealership is perportly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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				Ir	rvoice to Selle	er		and the second s
3501 Lan	SA Dallas caster Hutchins TX 75141 5-6000			SELLER:	PAR North America 7835 Woodland Dr Suite 150 Indianapolis, IN 46278 (317) 818-4500		BUYER:	A-TEAM MOTORS LLC A-TEAM MOTORS LLC 3607 W ROOSEVELT DR LITTLE ROCK, AR 72204 (501) 954-0343
SALE INFORMATION	(4.4v8.5 to	0.5404.6	1000	VEHICLE II	NFORMATION	2010, DODGE, CHA	LLENGER, Black	k, SE, 2DR CPE
ale Date: 6/4/2020	Lot #: F 15	8 Sale Type: Consign	ment Sale	VIN: 283C.	J4DV0AH184071	Stock #: 827820		Odometer: 155,164 Miles
PAY PROCEEDS TO: PAYMENT TYPE:		8-4500	Accounting					
TITLE INFORMATION Title State/Number: IN/2080612	27000114	Certific	cate of Origin: No					
/EHICLE SALE	emer ele	Marco						
Description Vehicle Sale	Amount	Notes						
Seller Fee	(\$4,400.00) \$95.00							
Recon - Wash and Vac	\$30.00	L4						
EPA Fee	\$4.00							
Sublet: Transportation	\$145.00	LOAD 15398317						
Total:	(\$4,126.00)	The second second						
Net Due:	(\$4,126.00)							
PAYMENTS AND ADJUST		ssue ACH W/O Tran (net)	(\$4.00)					
		ssue ACH W/O Tran (net)	(\$30.00) (\$145.00)					
	Is	ssue ACH W/O Tran (net)	(\$95.00) \$4,400.00					
Total: \$4,126.00								

Buyer agrees to pay such taxes to Seller at time of purchase. Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014776

443058-1068

Region/Contact

Vehicle Description

Mileage

VIN

2015 Ford F250SD

189,990

1FT7W2BTXFEC20953

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 23,000.00

Charge Description	Charge Type	Comments	Amount
EPA	Auction	ADMIN; Environmental Fee	\$4.00
Remarketing Fee	Auction		\$ 75.00
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$279.00 Net Proceeds: \$22,721.00

hrenda timmons

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS AS IS	
VEHICLE SALE Sale Price: \$23,000.00 Auctioneer: Wade Shaw	2	
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 165 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20806125000107 Certificate of Origin: No VEHICLE INFORMATION VIN: 1FT7W2BTXFEC20953 Stock #: 827809 2015 FORD SUPER DUTY F-250 SRW, Black, LARIAT Body Style: CREW CAB Odometer: 189,990 Miles Client Unit ID: 15014776	Federal law (and state law, if applicable) requires the Seller to state result in fines and/or imprisonment. Seller hereby states that the odd of Sale under Vehicle Information and certifies to the best of Seller's disclosed otherwise in the Announcements above.	CLOSURE STATEMENT the mileage upon transfer of ownership. Providing false information may ometer for this Vehicle now reads identically to the Mileage stated on this Bill knowledge that this reflects the actual mileage of the Vehicle, unless odometer reading reflects the amount of mileage in excess of its mechanical dual mileage, WARNING - ODOMETER DISCREPANCY.
VEHICLE OPTIONS 8 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Dual - AC, AM/FM/CD, 4WD, 5 Passenger, Leather Interior, Power Driver and Passenger Seats, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Windows, Traction Control, Navigational System, Memory Seat, Strius Satellite Radio, Bluetooth,	SELLER: PAR/AFC Corporate 11299 N. Illinois Street Carmel, IN 45032 (317) 815-9645	BUYER: ALPHA AUTOPLEX RALLY FINANCE INC 3090 N STEMMONS FWY DALLAS, TX 75247 (214) 597-3003 License: TX/P137745
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list Signature on File. SELLER	BUYING REPRESENTATIVE: THAYER ALHINDI BUYER

Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which she dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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A	DESA	

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000 SELLER: PAR/AFC Corporate

BUYER:

ALPHA AUTOPLEX

RALLY FINANCE INC

11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645 3090 N STEMMONS FWY DALLAS, TX 75247 (214) 597-3003

SALE INFORMATION

Sale Date: 6/4/2020 Lot #: F 165 Sale Type: Consignment Sale

VEHICLE INFORMATION

2015, FORD, SUPER DUTY F-250 SRW, Black, LARIAT, CREW CAB

Sale VIN: 1FT7W2BTXFEC20953

Stock #: 827809

Odometer: 189,990 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000107

Certificate of Origin: No

VEHICLE SALE

Description

Notes

Vehicle Sale Seller Fee (\$23,000.00) \$75.00

Amount

Recon - Wash and Vac

\$30.00 L3

EPA Fee

\$4.00

Total: (\$22,891.00)

Net Due:

(\$22,891.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

(\$4.00) (\$75.00)

Issue ACH W/O Tran (net)
Issue ACH W/O Tran (net)

0

Total: \$22,891.00

Issue ACH W/O Tran (net)

\$23,000.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR#

Account #

. MICHAEL VERNON GARRISON DBA: ROCK

15014785

443058-1085

Region/Contact

Vehicle Description

Mileage

VIN

2004 GMC Sierra 3500

137,154

1GTJK33214F263548

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 6,800.00

Charge Description	Charge Type	Comments	Amount
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 95,00
Remarketing Fee	Auction		\$ 75.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00

Total Charges: \$440.00 Net Proceeds: \$6,360.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS			
VEHICLE SALE Sale Price: \$6,800.00 Auctioneer: Wade Shaw				
SALE INFORMATION Sale Date: 6/4/2020 Lot #: F 151 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20788098000073 Certificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false Information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.			
VEHICLE INFORMATION VIN: 1GTJK33214F263548 Stock #: 829994 2004 GMC SIERRA 3500, Beige. DRW SLT Body Style: CREW CAB 167 WB 4WD Odometer: 137,154 Miles Client Unit ID: 15014785	Seller hereby certifies that to the best of his/her knowledge the limits. Seller hereby certifies that the odometer reading is NOT the ar	e odometer reading reflects the amount of mileage in excess of its mechanical ctual mileage. WARNING - ODOMETER DISCREPANCY		
Category: RRP	SELLER: PAR North America	BUYER: GLK AUTO GROUP LLC GLK AUTO GROUP LLC		
VEHICLE OPTIONS 8 Cylinder Diesel, Automatic Transmission, Hard Top, Independent Climate Control, AM\FM\CD, 4WD, 5 Passenger, Leather Interior, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control, Memory Seat.	7835 Woodland Dr Suite 150 Indianapolis, IN 45278 (317) 818-4500	2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051 (972) 237-2736 License: TX/P130474		
CERTIFICATIONS				
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: Selling Representative not in list Signature on File. SELLER	BUYING REPRESENTATIVE: HECTOR HERNANDEZ BUYER		

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adexa.com, and such Auction Terms and Conditions reincorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTATION OF ARRETATION PERIOD AND ELIGIBLE CLAMES. Seller is the transattery of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account, Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly (iconseed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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7835 Woodland Dr Suite 150

Indianapolis, IN 46278

(317) 818-4500



ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR North America

BUYER: **GLK AUTO GROUP LLC**

GLK AUTO GROUP LLC

2800 E JEFFERSON ST GRAND PRAIRIE, TX 75051

(972) 237-2736

SALE INFORMATION Sale Date: 6/4/2020

Lot #: F 151 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 16TJK33214F263548 2004, GMC, SIERRA 3500, Beige, DRW SLT, CREW CAB 167 WB 4WD

Stock #: 829994

Odometer: 137,154 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetAttn: PAR Accounting

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20788098000073

Certificate of Origin: No

(\$175,00)

VEHICLE SALE

Description

Amount Notes

Vehicle Sale

(\$6,800.00)

Setter Fee

\$95.00 \$175.00

Sublet: Transportation

DALLAS TOWBOYS INV 485962; Changed

(\$6,530.00) Net Due: (\$6,530.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

(\$95.00) \$6,800.00 Issue ACH W/O Tran (net)

Total: \$6,530.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 08 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

. MICHAEL VERNON GARRISON DBA: ROCK

15014788

443058-1087

Region/Contact

Vehicle Description

Mileage

VIN

2011 Ford Explorer

148,451

1FMHK8F89BGA68442

Auction

Sale Date

Sale Price

ADESA DALLAS

06/04/2020

\$ 5,600.00

Charge Description	Charge Type	Comments	Amount
Recon; Wash/Vac	Auction	RECON; Wash	\$ 30.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 145.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Remarketing Fee	Auction		\$ 75.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
PAR Fee	Titles		\$ 25.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
Title Fee	Titles		\$ 55.00

Total Charges: \$424.00 Net Proceeds: \$5,176.00

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A	DESA

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

ANNOUNCEMENTS OWNER AFC-DALLAS

VEHICLE SALE

Sala Price: \$5,600,00

Auctioneer: Wade Shaw

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 152 Sale Type: Consignment Sale

TITLE INFORMATION

Title State/Number: IN/20806125000139 Certificate of Origin: No

VEHICLE INFORMATION

VIN: 1FMHK8F89BGA68442 Stock #: 827827

2011 FORD EXPLORER, Black, LIMITED

Body Style: 4WD 4DR

Odometer: 148,451 Miles

Client Unit ID: 15014788

Category: RRP

VEHICLE OPTIONS

6 Cylinder Gas, Automatic Transmission, Sun Roof, Independent Climate Control, AMVFM \CD, 4WD, 7 Passenger, Leather Interior, Power Driver Seat, Heated Seats - Driver and Passenger, Air Bag - Dual, Power Steering, Power Locks, Power Windows, Cruise Control. Traction Control, Navigational System, Memory Seat, Back-up Camera,

CERTIFICATIONS

AUCTION LIGHTS

Red Light - As Is Blue Light - Title Received

ODOMETER DISCLOSURE STATEMENT

Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership, Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.

☐ Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanical

BUYER:

Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.

PAR/AFC Corporate SELLER:

11299 N. Illinois Street Carmel, IN 46032

(317) 815-9645

500 S 2ND AVE

DODGE CITY, KS 67801 (620) 225-4164 License: KS/D3699

ROBERTS AUTOMOTIVE

SELLING REPRESENTATIVE: Selling Representative not in list

Signature on File

SELLER

BUYING REPRESENTATIVE: ROBERTO DOMINGUEZ

Signature on File

BUYER

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including adometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest (including a purchase money security interest), where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645

BUYER: ROBERTS AUTOMOTIVE

> 500 S 2ND AVE DODGE CITY, KS 67801 (620) 225-4164

SALE INFORMATION

Sale Date: 6/4/2020

Lot #: F 152 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1FMHK8F89BGA68442

2011, FORD, EXPLORER, Black, LIMITED, 4WD 4DR

Stock #: 827827 Odometer: 148,451 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000139

Certificate of Origin: No

VEHICLE SALE

Description

Amount Notes

Vehicle Sale

(\$5,600.00)

Seller Fee

\$75.00 \$30.00 L4

Recon - Wash and Vac **EPA Fee**

\$4.00

Sublet: Transportation

\$145.00

(\$5,346.00)

Net Due: (\$5,346.00)

PAYMENTS AND ADJUSTMENTS

Total: \$5,346.00

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) Issue ACH W/O Tran (net)

LOAD 15398320

Issue ACH W/O Tran (net)

Issue ACH W/O Tran (not)

(\$4.00)

(\$145.00) (\$30.00) (\$75.00) \$5,600.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Selier or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Wednesday, 10 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014754

443058-1029

Region/Contact

Vehicle Description

Mileage

VIN

2008 Dodge Ram 3500

152,391

3D7ML48A18G219298

Auction

Sale Date

Sale Price

ADESA DALLAS

06/08/2020

\$ 5,300.00

Charge Description	Charge Type	Comments	Amount
Recon: Wash/Vac	Auction	RECON: Wash	\$ 30,00
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Internet Fee	Auction		\$ 30.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Remarketing Fee	Auction		\$ 75.00
EPA	Auction	ADMIN: Environmental Fee	\$ 4.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Title Fee	Titles		\$ 55,00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$529,00 Net Proceeds: \$4,771.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS OWNER AFC-DALLAS AS IS		
VEHICLE SALE Sale Price: \$5,300.00 SOS - Off the Block Sale Auctioneer:			
SALE INFORMATION Sale Date: 6/8/2020 Let 4: 0C36 Sale Type: Internet TITLE INFORMATION Title State/Number: IN/20806125000091 Certificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.		
VEHICLE INFORMATION VIN: 3D7ML48A18G219298 Stock #: 827998 2008 DODGE RAM 3500, Red, ST Body Style: 2WD QUAD CAB 160.5 Odometer: 152,391 Miles Client Unit ID: 15014754	limits.	edge the odometer reading reflects the amount of mileage in excess of its mechanical. Tithe actual mileage, WARNING - ODOMETER DISCREPANCY	
Category: RRP	SELLER: PARIAFC Corporate	BUYER: AUTO WERX LLC AMIR ASSADI	
VEHICLE OPTIONS 6 Cylinder Diesel Turbo, 5 Speed Transmission, Hard Top, Air Conditioning, AMFMCD, Rear Wheel Drive, 6 Passenger, Cloth Interior, Air Bag - Dual, Power Steering, Power Locks, Power Windows,	11299 N. Illinois Street Cermel, IN 46032 (317) 815-9645	4395 SE 95TH ST OCALA, FL 34480 (321) 310-4001 License; FL/VI11188971	
CERTIFICATIONS			
AUCTION LIGHTS Red Light - As is Blue Light - Title Received	SELLING REPRESENTATIVE: No Rep Present Signature on File	BUYING REPRESENTATIVE: AMIR ASSADI Signature on File	
The state of the s	SELLER	BUYER	

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com, and such Auction Terms and Conditions are incorporated herein by reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDING ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle and is responsible for all disclosures, including obtometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account, Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a security interest, including a purchase money security interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers: As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

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ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate

> 11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645

BUYER: **AUTO WERX LLC**

AMIR ASSADI

4395 SE 95TH ST OCALA, FL 34480 (321) 310-4001

SALE INFORMATION

Sale Date: 6/8/2020

Lot #: OC35 Sale Type: Internet

VEHICLE INFORMATION VIN: 3D7ML48A18G21929B 2008, DODGE, RAM 3500, Red, ST, 2WD QUAD CAB 160.5

Stock #: 827998

Odometer: 152,391 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20806125000091

Certificate of Origin: No

VEHICLE SALE

Description Vehicle Sale

Amount

\$45.00

(\$5,300.00) Seller Fee \$105.00

Mechanical Work - Labor

Recon - Wash and Vac \$30.00 EPA Fee \$4.00

Sublet: Transportation

\$175.00

Total: (\$4,941.00) Net Due: (\$4,941.00)

Notes

Check No Start - APPROVED 5.29 MS//DIAG NO START BLED FUEL SYSTEM TO MAKE

Pick Up from SULPHUR SPRINGS to Hutchins VIN: 3D7ML48A18G219298.

(\$30.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) (\$4.00) Issue ACH W/O Tran (net) (\$175.00) Issue ACH W/O Tran (net) (\$105.00) Issue ACH W/O Tran (net) \$5,300.00 Issue ACH W/O Tran (net) (\$45.00)

(ssue ACH W/O Tran (net)

Total: \$4,941.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titting and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.

Printed: 6/9/2020 9:32:46 AM



Wednesday, 10 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014793

443058-1089

Region/Contact

Vehicle Description

Mileage

VIN

2007 Dodge Ram 3500

148,480

3D7MX48A37G804242

Auction

Sale Date

Sale Price

ADESA DALLAS

06/08/2020

\$ 9,200.00

Charge Description	Charge Type	Comments	Amount
Internet Fee	Auction		\$ 30.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Title Fee	Titles		\$ 55.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00

Total Charges: \$450.00 Net Proceeds: \$8,750.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS AS IS OWNER AFC-DALLAS Structural Damage		
VEHICLE SALE Sale Price: \$9,200.00 SOS - Off the Block Sale Auctioneer:			
SALE INFORMATION Sale Date: 6/8/2020 Lot #: 0C34 Sale Type; Internet TITLE INFORMATION Title State/Number: IN/20806125000195 Certificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in fines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.		
VEHICLE INFORMATION VIN: 3D7MX48A37G804242 2007 DODGE RAM 3500, Blue, SLT Body Style: 4WD QUAD CAB 160.5 Odometer: 148,480 Miles Client Unit ID: 15014793	Seller hereby certifies that to the best of his/her knowledge the odometer reading reflects the amount of mileage in excess of its mechanic limits. Seller hereby certifies that the odometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.		
Category: RRP	SELLER: PAR/AFC Corporate	BUYER:	CENTRAL MOTORS AUTO SALES INC
			CENTRAL MOTORS AUTO SALES INC
VEHICLE OPTIONS 6 Cylinder Diesel Turbo, Automatic Transmission, Hard Top, Air Conditioning, AMFMICD, 4WD, 5 Passenger, Cloth Interior, Power Driver Seat, Power Steering, Power Locks, Power Windows, Cruise Control, Traction Control,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645		902 JOHN HARDEN DRIVE JACKSONVILLE, AR 72076 (501) 606-2726 License; AR/M9376
CERTIFICATIONS			
	SELLING REPRESENTATIVE: No Rep Present	BUYING R	EPRESENTATIVE: LUIS PADILLA
AUCTION LIGHTS Green Light - Ride and Drive Blue Light - Title Received	Signature on File Signature on File		ure on File
CHOOL FIRST CHAIRS DIVE FIRST LINE LIGHTED	SELLER	LLER BUYER	

Buyer and Seller agree that the Vehicle described herein is bought and sold for the price reflected herein subject to the Auction Terms and Conditions in effect on the sale faite and posted on www, adesa, acm, and seller agree that the Vehicle expenses the Review THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTANT INFORMATION ON ARBITRATION CUIDELINES FOR THIS VEHICLE, INCLUDING, ARBITRATION DEFIND AND ELIGIBLE CLAIMS. Seller is the transferred or the Vehicle and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. For all amounts due, please refer to invoices in your account. Title to the Vehicle will not pass to Buyer until all amounts owing are received in good fund. Buyer hereby grants to Auction Company a socurity interest (including a purchase money accurity interest, where applicable) in the Vehicle, which shall continue until all funds are collected with respect to such sale. Attention Dealers, As a party to this sale contract/bill of sale, you are representing that your dealership is properly licensed to engage in transactions for this type of vehicle in the applicable state at the time of purchase.

Printed: 6/9/2020 9:32:47 AM

Case 4:20-cv-00959-BJ Document 101-2 Filed 08/30/21 Page 172 of 176 PageID 3573

Invoice to Seller SELLER: PAR/AFC Corporate BUYER: CENTRAL MOTORS AUTO SALES INC **ADESA Dallas** 3501 Lancaster Hutchins Road CENTRAL MOTORS AUTO SALES INC Hutchins, TX 75141 11299 N. Iffinois Street 902 JOHN HARDEN DRIVE (972) 225-6000 Carmel, IN 46032 JACKSONVILLE, AR 72076 (317) 815-9645 (501) 606-2726 SALE INFORMATION VEHICLE INFORMATION 2007, DODGE, RAM 3500, Blue, SLT, 4WD QUAD CAB 160.5 Sale Date: 6/8/2020 Lot #: OC34 Sale Type: Internet VIN: 3D7MX48A37G804242 Stock #: 827824 Odometer: 148,480 Miles PAY PROCEEDS TO: PAR North America 11299 N. Illinois StreetSuite 300 Carmel, IN 46032 (317) 818-4500 PAYMENT TYPE: ACH W/O Tran TITLE INFORMATION Title State/Number: IN/20806125000195 Certificate of Origin: No VEHICLE SALE Description Notes Amount Vehicle Sale (\$9,200.00) Seller Fee \$105.00 Sublet: Transportation \$175.00 Pick Up from SULPHUR SPRINGS to Hutchins VIN: 3D7MX48A37G804242 (\$8,920.00) Total: (\$8,920.00)Net Due:

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net)

(\$175.00)

Issue ACH W/O Tran (net)

(\$105.00)

Total: \$8,920.00

Issue ACH W/O Tran (net) \$9,200.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or In connection with the safe, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.



Monday, 15 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15014801

443058-1095

Region/Contact

Vehicle Description

Mileage

VIN

2016 HONDA PIONEER 1000-5

785

1HFVE04R7G4000179

Auction

Sale Date

Sale Price

ADESA DALLAS

06/11/2020

\$ 9,250.00

Charge Description	Charge Type	Comments	Amount
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Electronic Vehicle/Odometer History	Titles		\$ 15.00
PAR Fee	Titles		\$ 25.00
Title Fee	Titles		\$ 55.00

Total Charges: \$420.00 Net Proceeds: \$8,830.00

ADESA Dallas 3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000	ANNOUNCEMENTS, OWNER AFC-DALLAS AS IS			
VEHICLE SALE Sale Price: \$9,250.00 Auctioneer: Tanner Farley				
SALE INFORMATION Sale Date: 6/11/2020 Lot #: MC653 Sale Type: Consignment Sale TITLE INFORMATION Title State/Number: IN/20788098000070 Certificate of Origin: No	ODOMETER DISCLOSURE STATEMENT Federal law (and state law, if applicable) requires the Seller to state the mileage upon transfer of ownership. Providing false information may result in tines and/or imprisonment. Seller hereby states that the odometer for this Vehicle now reads identically to the Mileage stated on this Bill of Sale under Vehicle Information and certifies to the best of Seller's knowledge that this reflects the actual mileage of the Vehicle, unless disclosed otherwise in the Announcements above.			
VEHICLE INFORMATION VIN: 1HFVE04R7G4000179 Stock #: 827868 2016 HONDA PIONEER, Black, 1000-5 Body Style: ATV Odometer: 785 Miles Client Unit ID: 15014801	Seller hereby certifies that to the best of his/her knowledge the adometer reading reflects the amount of mileage in excess of its mechanical limits. Seller hereby certifies that the adometer reading is NOT the actual mileage. WARNING - ODOMETER DISCREPANCY.			
Category: RRP	SELLER: PAR/AFC Corporate	BUYER: PRIME MOTORCYCLES		
VEHICLE OPTIONS Automatic Transmission, 3 Passenger,	11299 N. Illinois Street Carmel, IN 46032 (317) 815-9645	POWERPLAY MOTORSPORTS LLC 1100 S FRENCH AVE SANFORD, FL 32771 (407) 383-1905 License: FLVI10396171		
CERTIFICATIONS		- 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.		
AUCTION LIGHTS Red Light - As Is Blue Light - Title Received	SELLING REPRESENTATIVE: ADESA Block Representative BUYING REPRESENTATIVE: MARK RILEY Signature on File Signature on File			
Buyer and Sellor agree that the Vehicle described herein is bought and sold for the price reflected herein reference. PLEASE REVIEW THE AUCTION TERMS AND CONDITIONS CAREFULLY FOR IMPORTA and is responsible for all disclosures, including odometer and mileage. This Bill of Sale is not an invoice. Auction Company a security interest (including a purchase money security interest, where applicable) in dealership is properly ticensed to engage in transactions for this type of vehicle in the applicable state at	NAT INFORMATION ON ARBITRATION GUIDELINES FOR THIS VEHICLE, INCLUDI. For all amounts due, please refer to invoices in your account. Title to the Vehicle will the Vehicle, which shall continue until all funds are collected with respect to such sale	NG ARBITRATION PERIOD AND ELIGIBLE CLAIMS. Seller is the transferor of the Vehicle not pass to Buyer until all amounts owing are received in good fund, Buyer hereby grants to		

time of purchase.

11299 N. Illinois Street

Carmel, IN 46032

(317) 815-9645

ADESA Dallas

3501 Lancaster Hutchins Road Hutchins, TX 75141 (972) 225-6000

SELLER: PAR/AFC Corporate BUYER:

PRIME MOTORCYCLES

POWERPLAY MOTORSPORTS LLC

1100 S FRENCH AVE SANFORD, FL 32771 (407) 383-1905

SALE INFORMATION

Sale Date: 6/11/2020

Lot #: MC653 Sale Type: Consignment Sale

VEHICLE INFORMATION VIN: 1HFVE04R7G4000179 2016, HONDA, PIONEER, Black, 1000-5, ATV

Stock #: 827868

Odometer: 785 Miles

PAY PROCEEDS TO:

PAR North America

11299 N. Illinois StreetSuite 300

Carmel, IN 46032 (317) 818-4500

PAYMENT TYPE:

ACH W/O Tran

TITLE INFORMATION

Title State/Number: IN/20788098000070

Certificate of Origin: No

VEHICLE SALE

Description

Notes Amount.

Vehicle Sale

(\$9,250.00)

Seller Fee \$75.00

Sublet: Transportation

\$175.00

Pick Up from SULPHUR SPRINGS to Hutchins

Total: (\$9,000.00)

Net Due:

(\$9,000.00)

PAYMENTS AND ADJUSTMENTS

Issue ACH W/O Tran (net) Issue ACH W/O Tran (net) (\$175.00) (\$75.00)

Issue ACH W/O Tren (net)

Total: \$9,000.00

\$9,250.00

Payment terms are as set forth in the Auction Terms and Conditions in effect on the sale date and posted on www.adesa.com and such Auction Terms and Conditions are incorporated herein by reference. All sales, use, and other taxes and fees imposed upon or in connection with the sale, purchase, licensing, titling and/or registration of the Vehicle(s) shall be the responsibility of the Buyer. When appropriate, Seller or authorized representative will bill Buyer for such taxes and Buyer agrees to pay such taxes to Seller at time of purchase, Seller or authorized representative will remit such taxes to the appropriate jurisdiction in accordance with applicable guidelines.

Printed: 6/12/2020 9:10:25 AM



Monday, 15 June, 2020

Sales Recap

AFC- Dallas (R)

Name

PAR #

Account #

MICHAEL VERNON GARRISON DBA: ROCK

15023098

443058-1093

Region/Contact

Vehicle Description

Mileage

VIN

2005 Chevrolet Silverado 3500

165,103

1GCJK33265F919308

Auction

Sale Date

Sale Price

ADESA DALLAS

06/11/2020

\$3,700.00

Charge Description	Charge Type	Comments	Amount
Mechanical Work - Labor	Auction	RECON: Mechanical Work	\$ 45.00
Transportation Fee	Auction	TRANSPORT: Transportation Fee	\$ 175.00
Auction Sale Fee	Auction	ADMIN: Sale Fee	\$ 75.00
Remarketing Fee	Auction		\$ 75.00
Title Fee	Titles		\$ 55.00
PAR Fee Electronic Vehicle/Odometer History	Titles		\$ 25,00
	Titles		\$ 15.00

Total Charges: \$465.00 Net Proceeds: \$3,235.00